



**Australian Nuclear Science and Technology  
Organisation**

**Enterprise Agreement**

**2024-2027**

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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 the Australian Nuclear Science and Technology Organisation'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 commence operation seven days after it is approved by the Fair Work Commission.
- 1.4. This Agreement will nominally expire on 28 April 2027.

## Parties Covered by the Agreement

- 1.5. This Agreement covers:
  - 1.5.1. the-Australian Nuclear Science and Technology Organisation (ANSTO);
  - 1.5.2. all employees of ANSTO employed under section 24(1) of the *Australian Nuclear Science and Technology Organisation (ANSTO) Act 1987*, excluding members of the ANSTO Executive; and
  - 1.5.3. subject to notice being given in accordance with section 183 of the FW Act, the following, employee organisation/s, which was a bargaining representative for this Agreement:
    - 1.5.3.1. Professionals Australia, PA;
    - 1.5.3.2. Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, AMWU;

1.5.3.3. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, CEPU (Electrical Division);

1.5.3.4. Community and Public Sector Union, CPSU.

### **Freedom of Association**

1.6. 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.

1.7. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated, in accordance with the FW Act.

### **Closed comprehensive Agreement**

1.8. This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.

1.9. This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.

1.10. Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

### **NES Precedence**

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

### **Definitions**

1.12. The following definitions apply to this document;

1.12.1. **"Agreement"** means the *Australian Nuclear Science and Technology Organisation Enterprise Agreement 2024 – 2027*.

1.12.2. **"ANSTO"** means the Australian Nuclear Science and Technology Organisation.

1.12.3. **"Australian Defence Force Cadets"** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

1.12.4. **"Bandwidth"** is the period from 7:00 am to 7.00 pm, Monday to Friday or an alternative Bandwidth approved in accordance with clause 4.38.

- 1.12.5. **"casual employee"** means an employee who is a casual employee as defined by the FW Act.
- 1.12.6. **"child"** means a biological child, adopted child, foster child, stepchild, or ward.
- 1.12.7. **"de facto partner"** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.
- 1.12.8. **"Default Ordinary Hours of Duty"** is 8:45am to 4:56pm, Monday to Friday, inclusive of a 50-minute unpaid meal break.
- 1.12.9. **"dependant"** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
- 1.12.10. **"employee"** means employee engaged by ANSTO within the meaning of the *Australian Nuclear Science and Technology Organisation Act 1987*.
- 1.12.11. **"employee representative"** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
- 1.12.12. **"family"** means:
- 1.12.12.1. a spouse, former spouse, de facto partner or former de facto partner of the employee;
  - 1.12.12.2. a child, parent, grandparent, grandchild, or sibling of the employee;
  - 1.12.12.3. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
  - 1.12.12.4. a member of the employee's household; or
  - 1.12.12.5. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.
- 1.12.13. **"family and domestic violence"** has the same meaning as in section 106B(2) of the FW Act.

- 1.12.14. **"full-time employee"** is an employee whose ordinary hours are 36 hours and 45 minutes per week, or an average of 36 hours and 45 minutes per week, in accordance with this Agreement.
- 1.12.15. **"FW Act"** means the *Fair Work Act 2009* as amended from time to time.
- 1.12.16. **"Hourly Rate"** means:
- $$\frac{\text{Annual Base Salary}}{313} \quad \times \quad \frac{12}{73.5}$$
- 1.12.17. **"Manager"** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.
- 1.12.18. **"ML Act"** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation
- 1.12.19. **"NES"** means the National Employment Standards at Part 2-2 of the FW Act.
- 1.12.20. **"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.
- 1.12.21. **"ordinary hours, duty or work"** means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.
- 1.12.22. **"Ordinary Hours of Duty"** is the pattern of ordinary hours worked by an employee based on a standard (full time) day of 7 hours and 21 minutes duration, or the hours set out in a part-time work agreement, worked in a continuous period around meal breaks, within the Bandwidth.
- 1.12.23. **"partner"** means a spouse or de facto partner.
- 1.12.24. **"part-time employee"** means an employee whose ordinary hours are less than 36 hours and 45 minutes per week, or an average of 36 hours and 45 minutes per week, in accordance with this Agreement.
- 1.12.25. **"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.
- 1.12.26. **"primary caregiver"** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

- 1.12.27. **"relevant employee"** means an affected employee.
- 1.12.28. **"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.
- 1.12.29. **"Salary band"** means a salary within the applicable range identified at Appendix 1.
- 1.12.30. **"secondary caregiver"** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
- 1.12.31. **"Senior Officer"** means an employee at Band 6 or above.
- 1.12.32. **"Standard Working Day"** is 7 hours and 21 minutes duration, worked in a continuous period around meal breaks, within the Bandwidth.

## 2. CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION

### Consultation

#### *Principles*

- 2.1. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 2.2. ANSTO recognises:
- 2.2.1. the importance of inclusive and respectful consultative arrangements;
  - 2.2.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions for which consultation is required;
  - 2.2.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on ANSTO policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 2.2.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 2.2.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
- 2.3. Genuine and effective consultation involves:

- 2.3.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
- 2.3.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
- 2.3.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
- 2.3.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

*When consultation is required*

- 2.4. Consultation is required in relation to:
  - 2.4.1. changes to work practices which materially alter how an employee carries out their work;
  - 2.4.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 2.4.3. major change that is likely to have a significant effect on employees;
  - 2.4.4. implementation of decisions that significantly affect employees;
  - 2.4.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
  - 2.4.6. other workplace matters that are likely to significantly or materially impact employees.
- 2.5. ANSTO, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or nuclear industry-related governing bodies and regulators, or is required due to matters beyond the reasonable control of ANSTO. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

*Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees*

- 2.6. The below consultation clauses apply if ANSTO:
  - 2.6.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 2.6.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### *Representation*

- 2.7. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
- 2.8. ANSTO must recognise the representative if:
  - 2.8.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 2.8.2. the employee or employees advise ANSTO of the identity of the representative.

### *Major change*

- 2.9. In these consultation clauses, a major change is **likely to have a significant effect on employees** if it results in, for example:
  - 2.9.1. the termination of the employment of employees; or
  - 2.9.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 2.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 2.9.4. the alteration of hours of work; or
  - 2.9.5. the need to retrain employees; or
  - 2.9.6. the need to relocate employees to another workplace; or
  - 2.9.7. the restructuring of jobs.
- 2.10. The following additional consultation requirements in clause 2.11 to 2.17 apply to a proposal to introduce a major change referred to in clause 2.4.3.
- 2.11. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 2.5.
- 2.12. Where practicable, an ANSTO change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 2.13. ANSTO must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 2.14. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 2.5, ANSTO must:
  - 2.14.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:

- 2.14.1.1. the proposed change:
- 2.14.1.2. the effect the proposed change is likely to have on the employees; and
- 2.14.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
- 2.14.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
  - 2.14.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
  - 2.14.2.2. information about the expected effects of the proposed change on the employees; and
  - 2.14.2.3. any other matters likely to affect the employees.
- 2.15. ANSTO must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 2.16. However, ANSTO is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 2.17. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ANSTO, the requirements set out in clauses 2.11 to 2.15 are taken not to apply.

*Change to regular roster or ordinary hours of work*

- 2.18. The following additional consultation requirements in clause 2.19 to 2.22 apply to a proposal to introduce a change referred to in clause 2.4.5.
- 2.19. ANSTO must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 2.20. As soon as practicable after proposing to introduce the change, ANSTO must:
  - 2.20.1. discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 2.20.1.1. the proposed introduction of the change; and
  - 2.20.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 2.20.2.1. all relevant information about the proposed change, including the nature of the proposed change; and

- 2.20.2.2. information about what ANSTO reasonably believes will be the effects of the proposed change on the employees; and
- 2.20.2.3. information about any other matters that ANSTO reasonably believes are likely to affect the employees; and
- 2.20.3. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, ANSTO is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 2.21. ANSTO must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

*Interaction with emergency management activities*

- 2.22. Nothing in clauses 2.1 to 2.22 restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

**ANSTO Staff Consultative Forums**

- 2.23. The Joint Consultative Committee and Employee Representative Forum (ERF) will operate over the life of this Agreement to facilitate consultation and discussion on workplace matters constituted by management representatives and the chosen representatives of employees. Those issues will be discussed in a spirit of cooperation and trust in accordance with ANSTO's corporate values.
  - 2.23.1. 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.
- 2.24. 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.

**Individual Flexibility Arrangements**

- 2.25. ANSTO and an employee covered by this Agreement may agree to make an individual flexibility arrangement with ANSTO to vary the effect of terms of the Agreement if:
  - 2.25.1. the arrangement deals with one or more of the following matters:
    - 2.25.1.1. arrangements about when work is performed;
    - 2.25.1.2. overtime rates;
    - 2.25.1.3. penalty rates;

- 2.25.1.4. allowances;
  - 2.25.1.5. remuneration;
  - 2.25.1.6. leave;
  - 2.25.1.7. averaging of hours;
  - 2.25.1.8. variations to the Standard Working Day;
  - 2.25.1.9. any other permitted matter that is a term of this Agreement; and
- 2.25.2. the arrangement meets the genuine needs of ANSTO and the employee in relation to one or more of the matters mentioned in clause 2.25.1; and
  - 2.25.3. the arrangement is genuinely agreed to by ANSTO and employee.
- 2.26. ANSTO must ensure that the terms of the individual flexibility arrangement:
    - 2.26.1. are about permitted matters under section 172 of the FW Act; and
    - 2.26.2. are not unlawful terms under section 194 of the FW Act; and
    - 2.26.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.27. ANSTO must ensure that the individual flexibility arrangement:
    - 2.27.1. is in writing; and
    - 2.27.2. includes the name of ANSTO and employee; and
    - 2.27.3. is signed by ANSTO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
    - 2.27.4. includes details of:
      - 2.27.4.1. the terms of the Agreement that will be varied by the arrangement; and
      - 2.27.4.2. how the arrangement will vary the effect of the terms; and
      - 2.27.4.3. 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
    - 2.27.5. states the day on which the arrangement commences.
- 2.28. ANSTO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.29. ANSTO or employee may terminate the individual flexibility arrangement:

- 2.29.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 2.29.2. if ANSTO and employee agree in writing – at any time.
- 2.30. ANSTO and an employee are to review the individual flexibility arrangement at least every 12 months.

### **Dispute resolution**

- 2.31. If a dispute relates to:
- 2.31.1. a matter arising under the Agreement; or
  - 2.31.2. the NES;
- this term sets out procedures to settle the dispute.
- 2.32. An employee, or union who is covered by this Agreement acting on behalf of an employee or employees, may initiate and/or be a party to a dispute under this term.
- 2.33. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 2.34. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant Managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 2.35. If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 2.34 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 2.36. The Fair Work Commission may deal with the dispute in 2 stages:
- 2.36.1. 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
  - 2.36.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 2.36.2.1. arbitrate the dispute; and
    - 2.36.2.2. make a determination that is binding on the parties.

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

- 2.37. While the parties are attempting to resolve the dispute using the procedures in this term:
- 2.37.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at ANSTO that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 2.37.2. subject to clause 2.37.1, 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:
    - 2.37.2.1. the work is not safe; or
    - 2.37.2.2. applicable work health and safety legislation would not permit the work to be performed; or
    - 2.37.2.3. the work is not appropriate for the employee to perform; or
    - 2.37.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 2.38. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 2.39. Any disputes arising under the *Australian Nuclear Science and Technology Organisation Enterprise Agreement 2020-2023* or the NES that were formally notified under clause 2.29 to 2.35 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

*Leave of absence to attend proceedings*

- 2.40. Where the provisions of clauses 2.31 to 2.35 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 2.33, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 2.35.

**Delegates' rights**

- 2.41. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to ANSTO.
- 2.42. The role of union delegates is to be respected and supported.
- 2.43. ANSTO and union delegates will work together respectfully and collaboratively.

### *Supporting the role of union delegates*

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

before speaking publicly in that capacity, subject to the ANSTO Code of Conduct and legislative requirements.

### **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; or
  - 3.1.3. 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-time 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, fixed term employment will not be used as a substitute for ongoing employment. The FW Act contains limits on fixed term contracts.

#### **Casual Employment**

- 3.5. A casual employee means a casual employee as defined by the FW Act.
- 3.6. A decision to expand the use of casual employees is subject to consultation in accordance with the consultation provisions in Part 2 of this Agreement.
- 3.7. ANSTO will regularly review the working arrangements of casuals to assess if they are genuinely performing duties of a casual nature, and report de-identified outcomes to the ERF, where one is in place.
- 3.8. A casual employee shall be paid an Hourly Rate based on the appropriate level of one of the bands set out in Appendix 1 of this Agreement based on the nature of the work performed in each engagement.
- 3.9. Casual employees will be paid a 25 percent loading on their Hourly Rate in lieu of:
  - 3.9.1. paid leave with the exception of leave required by legislation including long service leave, which will be provided and administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth), and leave for family and domestic violence support;
  - 3.9.2. any other terms and conditions under the NES to which, in accordance with the NES, casual employees are not entitled;

- 3.9.3. notice of termination of employment;
  - 3.9.4. redundancy benefits; and
  - 3.9.5. public holidays on which the employee is not rostered to work.
- 3.10. A casual employee shall be engaged for a minimum of three hours per engagement or shall be paid for a minimum of three hours at the appropriate casual rate, unless the employee and their Manager have mutually agreed that the employee may be engaged and be paid for periods of less than three hours.
- 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 their base Hourly Rate, plus the additional penalty loading, also calculated using their base Hourly Rate for the appropriate level of the relevant band.
- 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.

#### **Recognition of Other Service**

- 3.15. ANSTO has mechanisms for the recognition of certain prior service.
- 3.16. ANSTO may, on commencement of an employee's employment with ANSTO, recognise an employee's unused accrued personal/carer's leave credits if, not more than two months prior to their commencement, the employee worked in one of the following eligible government organisations:
- 3.16.1. the Australian Public Service;
  - 3.16.2. an Authority of the Commonwealth;
  - 3.16.3. a State or Territory Public Service;
  - 3.16.4. a State or Territory Authority;
  - 3.16.5. the Australian Defence Force; and
  - 3.16.6. any other service performed in public sector employment considered appropriate by the management of ANSTO.
- 3.17. Recognition of personal/carer's leave credits must be agreed in writing between ANSTO and the employee prior to the employee's commencement with ANSTO.
- 3.18. 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/or redundancy purposes depending on eligibility). This must be agreed at the time of commencement with ANSTO and documented. Long service leave will be dealt with in accordance with legislative requirements.

3.19. Where an employee was employed by another entity and undertaking an apprenticeship placement at ANSTO during that employment, ANSTO will recognise the employee's service with that employer as continuous service if:

3.19.1. the employee was offered and accepted employment by ANSTO within two months of their apprenticeship completing; or

3.19.2. the employee is employed by ANSTO during their apprenticeship.

### **Early Career Programs**

3.20. ANSTO may engage an employee on an Early Career Program on an ongoing or fixed term basis. These positions require mandatory training and education components. Salary and Term of Early Career Programs are detailed in clause 8.4.

### **Probation**

3.21. ANSTO employees are required to complete a six (6) months probationary period, or different period at ANSTO's discretion. This probationary period may be extended by ANSTO up to a maximum period of 12 months. For further information, see AP-1641 Probation Procedure.

3.22. ANSTO's ordinary processes for managing misconduct and underperformance will not apply during an employee's probation period.

### **Performance of Duties**

3.23. 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, including tasks, roles and responsibilities that are peripheral or incidental to the main tasks, roles or responsibilities they perform or assume.

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

3.24. Where an existing ongoing employee accepts a term appointment, their ongoing tenure with ANSTO will endure. At the conclusion of the term appointment, ANSTO 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 during the period. Should a suitable position not be found, the employee will be subject to the redeployment, retraining, redundancy provisions set out in Part 14 of this Agreement.

## **Transfer**

- 3.25. 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 3.23) in the following circumstances:
- 3.25.1. in the interests of operational effectiveness;
  - 3.25.2. in cases of medical fitness (as part of a rehabilitation/return to work program);
  - 3.25.3. as part of the redeployment, retraining, redundancy provisions set out in Part 14 of this Agreement; and/or
  - 3.25.4. as an outcome of a performance management or disciplinary process.
- 3.26. Where practicable, an employee will be given 14 days' notice of the transfer. Where there is an operational requirement, the period of notice may be reduced at ANSTO's discretion.
- 3.27. Transfer will not be used to bypass misconduct or performance processes or to create situations which give rise to excess employees.
- 3.28. Where a transfer of position is interstate or international:
- 3.28.1. ANSTO will consult with the employee in accordance with the consultation provisions in Part 2 of this Agreement and will not reduce the notice period;
  - 3.28.2. the employee will only be transferred with the employee's agreement;
  - 3.28.3. the employee will be eligible for relocation provisions. For further information see AG-2672 Transfer and Relocation Guideline;
  - 3.28.4. an employee's refusal to agree to a transfer may affect their continued employment and activate the redeployment, retraining, redundancy provisions set out in Part 14 of this Agreement; and
  - 3.28.5. an employee's refusal to agree to a transfer between interstate ANSTO campuses will not reduce or remove any entitlement to the redeployment, retraining, redundancy provisions set out in Part 14 of this Agreement.

## **Secondment**

- 3.29. ANSTO may second employees to positions or projects elsewhere at ANSTO to meet organisational requirements for a defined period not exceeding 24 months, unless agreed between the employee and ANSTO. Secondments may be extended beyond 24 months where agreed between the employee and ANSTO.
- 3.30. Secondments may also involve work at an external organisation in consultation with an employee.

- 3.31. Employees may be nominated or may express interest in secondment.
- 3.32. Selection and appointment of secondments will be at management's discretion.
- 3.33. Where a proposed secondment involves regular work at a significantly different locality, ANSTO will consult with the employee prior to the secondment 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.
- 3.34. Where the proposed location is an ANSTO campus other than the employee's usual place of work, ANSTO will consult with the employee, consider issues raised and take steps to limit the duration of the assignment and assist with travel.
- 3.35. Annual Performance Effectiveness Appraisals will occur for the seconded position and advancement within the band will occur, in accordance with Part 7 of this Agreement.
- 3.36. 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**

- 3.37. 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**

- 3.38. An employee's employment may be terminated by either party, subject to applicable notice periods. Notice periods may vary for different roles as set out in an employee's contract of employment.
- 3.39. Termination of ongoing or fixed term 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 no more than 5 years	3 weeks

More than 5 years	4 weeks
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- 3.40. The above notice periods will be 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.
- 3.41. 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.
- 3.42. ANSTO may elect to give pay in lieu of notice of termination of employment.
- 3.43. Notice is not required for:
- 3.43.1. termination of employment due to serious misconduct;
  - 3.43.2. the expiry of a fixed-term employment contract; or
  - 3.43.3. termination of casual employment.
- 3.44. 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 of 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.

**Payment on death of an employee**

- 3.45. When an employee dies, or ANSTO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, ANSTO must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. This amount will include the employee’s flex-time credits in accordance with clause 4.60. Any flex-time debit may be deducted from any amounts payable. If payment has not been made within a year of the former employee’s death, it should be made to their legal representative.

## 4. WORKING HOURS

### Hours of Duty for employees other than shift workers

- 4.1. All full time ANSTO employees will be required to work ordinary hours of 36 hours and 45 minutes per week, with the exception of shift workers.
- 4.2. Ordinary Hours of Duty will be based upon a Standard Working Day of 7 hours and 21 minutes, worked in a continuous period around meal breaks, within the Bandwidth.
- 4.3. 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.
- 4.4. The Ordinary Hours of Duty of a part-time employee will be set out in their part-time work agreement.
- 4.5. The maximum time an employee may work without taking a meal break is 5 hours. The minimum meal break is 30 minutes.
- 4.6. Hours of Duty will be read in conjunction with the Set Hours clauses 4.48 to 4.52, Flex-time (Band 5 and below) clauses 4.53 to 4.65, Senior Officers (Band 6 and above) clauses 4.66 and 4.67 and Managed Time clauses 4.68 to 4.77.
- 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 Ordinary Hours of Duty for a period of time. This will happen in consultation with the employee as per the consultation provisions in Part 2 of this Agreement.

### Requests for Flexible Work arrangements

- 4.11. ANSTO, employees and their union recognise:
  - 4.11.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 4.11.2. access to flexible work can support strategies to improve diversity in employment and leadership in the Commonwealth;

- 4.11.3. access to flexible work supports Commonwealth capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 4.11.4. that flexibility applies to all roles in ANSTO, and different types of flexible working arrangements may be suitable for different types of roles or circumstances;
  - 4.11.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests; and
  - 4.11.6. the value and benefits of team interaction and collaboration including in the face-to-face environment provided by working at ANSTO workplaces.
- 4.12. ANSTO is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across ANSTO at all levels. This may include developing and implementing strategies through an ANSTO consultative committee.
- 4.13. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

*Requesting formal flexible working arrangements*

- 4.14. The following provisions do not diminish an employee's entitlement under the NES.
- 4.15. An employee may make a request for a formal flexible working arrangement.
- 4.16. The request must:
- 4.16.1. be in writing;
  - 4.16.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 4.16.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- 4.17. ANSTO must provide a written response to a request within 21 days of receiving the request.
- 4.18. The response must:
- 4.18.1. state that ANSTO approves the request and provide the relevant detail in clause 4.19; or
  - 4.18.2. if following discussion between ANSTO and the employee, ANSTO and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 4.18.3. state that ANSTO refuses the request and include the following matters:

- 4.18.3.1. details of the reasons for the refusal; and
  - 4.18.3.2. set out ANSTO's particular business grounds for refusing the request, explain how those grounds apply to the request; and
  - 4.18.3.3. either:
    - 4.18.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that ANSTO would be willing to make; or
    - 4.18.3.3.2. state that there are no such changes; and
  - 4.18.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this Agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 4.19. Where ANSTO approves the request this will form an arrangement between ANSTO and the employee. Each arrangement must be in writing and set out:
- 4.19.1. any security and work health and safety requirements;
  - 4.19.2. a review date (subject to clause 4.23); and
  - 4.19.3. the cost of establishment (if any).
- 4.20. ANSTO may refuse to approve the request only if:
- 4.20.1. ANSTO has discussed the request with the employee; and
  - 4.20.2. ANSTO has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 4.20.3. ANSTO and the employee have not reached such an agreement; and
  - 4.20.4. ANSTO has had regard to the consequences of the refusal for the employee; and
  - 4.20.5. the refusal is on reasonable business grounds.
- 4.21. Reasonable business grounds include, but are not limited to:
- 4.21.1. the new working arrangements requested would be too costly for ANSTO;
  - 4.21.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

- 4.21.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 4.21.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 4.21.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 4.21.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 4.22. For First Nations employees, ANSTO must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- 4.23. Approved flexible working arrangements will be reviewed by ANSTO and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

*Varying, pausing or terminating flexible working arrangements*

- 4.24. An employee may request to vary an approved flexible working arrangement in accordance with clause 4.16. An employee may request to pause or terminate an approved flexible working arrangement.
- 4.25. ANSTO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 4.27.
- 4.26. ANSTO must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 4.27. Prior to ANSTO varying, pausing or terminating the arrangement under clause 4.25, ANSTO must have:
- 4.27.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 4.27.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 4.27.3. had regard to the consequences of the variation, pause or termination for the employee;

- 4.27.4. ensured the variation, pause or termination is on reasonable business grounds; and
- 4.27.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 4.18.3.

#### *Working from home*

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

#### *Ad-hoc arrangements*

- 4.33. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 4.34. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 4.35. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 4.14 to 4.23.
- 4.36. ANSTO should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 4.37. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, ANSTO should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

- 4.38. An employee may request to work an alternative regular bandwidth. If approved by ANSTO, hours worked on this basis will be treated as ordinary hours and will not attract

overtime payments, flex-time or shift loadings. ANSTO will not request or require that any employee alter the Bandwidth under these provisions.

### **Part-time Employment**

- 4.39. Eligibility for part-time work is dependent on position requirements.
- 4.40. Part-time employees fall into two categories:
  - 4.40.1. employees engaged in specific part-time roles as originally advertised; or
  - 4.40.2. employees who were employed as full-time employees who convert to part-time work.
- 4.41. The pattern of hours in 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.
- 4.42. 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:
  - 4.42.1. expense related allowances;
  - 4.42.2. reimbursements;
  - 4.42.3. 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; and
  - 4.42.4. long service leave which will be provided and administered in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 4.43. 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.
- 4.44. All part-time arrangements, and any variations, will be by written agreement. The written agreement will specify a part-time employee's Ordinary Hours of Duty, including the hours worked each day, the days of the week the employee will work, the actual starting and finishing times on the day and the agreed period of the part-time work arrangement. For employees moving from full-time to part-time employment, the agreement will also specify the terms under which the person may revert to full-time employment.
- 4.45. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 4.46. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

- 4.47. Full-time employees who are permitted to work part time hours for personal reasons have the right to revert to full time hours:
- 4.47.1. at the conclusion of the approved period; or
  - 4.47.2. at any time during the approved period, subject to discussions with management and reasonable notice.

#### **Set Hours**

- 4.48. Where a genuine business need exists, a vacant position at ANSTO may be determined to have set working hours within the Bandwidth (a "Set Hours position") and employees who accept a Set Hours position are excluded from Flex-time arrangements while performing that position.
- 4.49. Set Hours positions may be full-time or part-time.
- 4.50. 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 in accordance with Part 2 of this Agreement.
- 4.51. Any hours worked in addition to the set ordinary 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 Senior Officers (refer to clause 4.66).
- 4.52. An area of ANSTO will not be restructured expressly for the purpose of replacing a position which has access to flex-time or shift roles with Set Hours positions.

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

- 4.53. Employees 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 provisions will be determined based on operational requirements.
- 4.54. Flex time provides the ability for employees to vary their start, finish or break times within the Bandwidth by working flexibly outside of their Ordinary Hours of Duty.
- 4.55. An employee's attendance beyond their ordinary hours on a working day shall be subject to the availability of work and approval from their Manager. This time will not incur penalty rates unless the request is from their Manager and is approved overtime.

#### **Carry Over Flex Credits and Debits**

- 4.56. The settlement period for flex-time shall be a fixed period of one fortnightly pay period.
- 4.57. 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, the employee's Manager may approve (in advance) 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.

- 4.58. 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.
- 4.59. Flex debits in excess of 7 hours 21 minutes at the end of a settlement period will be treated as leave without pay and may be deducted from wages in accordance with the overpayments clause at clauses 6.37 to 6.44.
- 4.60. 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:
- 4.60.1. debits may be deducted from final monies in accordance with the overpayments clause at clauses 6.37 to 6.44; and
  - 4.60.2. credits will be paid out to a maximum of 36 hours 45 minutes, any additional credits are forfeited.
- 4.61. Any alternative flex-time arrangement outside the provisions outlined in clauses 4.53 – 4.60 are required to be documented under an individual flexibility arrangement.
- 4.62. Managers are to ensure that employees do not 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.
- 4.63. Where in the management of flex-time, management becomes aware of irregularities in attendance and/or time recording, the employee will be given an opportunity to explain the issue in sufficient time to attempt to resolve the non-compliance prior to a decision being made under clause 4.64. The employee may seek the assistance of a staff representative of their choice. An employee's alleged misconduct with respect to hour of work may also be subject to the Misconduct provisions set out in Part 13 of this Agreement.
- 4.64. Employees who are found not to have discharged their responsibilities with respect to hours of work may be excluded from the flex-time system and will work standard hours with approved start and finish times, for a specified period.
- 4.65. Each employee who is covered by flex-time provisions is responsible for the following:
- 4.65.1. accurate recording of start, finish and lunch times;
  - 4.65.2. obtaining prior approval for flex leave;
  - 4.65.3. communicating clearly with their Manager regarding attendance, work and leave requests; and
  - 4.65.4. keeping all flex-time credit and debit accumulations within the provisions of this Agreement.

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

- 4.66. It is recognised that employees at 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 their ordinary hours per week. As such, they are not entitled to overtime payments. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 4.67. In exceptional circumstances, the Manager may approve an overtime payment for a Senior Officer; this must be approved in advance and in writing.

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

- 4.68. 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.
- 4.69. Senior Officers seeking to access time off in lieu (Managed Time) are required to keep records of their working hours using a method determined by ANSTO.
- 4.70. A Manager is to grant Managed Time in recognition of reasonable additional hours worked. Managed Time granted to Senior Officers can be taken as whole or part days. Managed Time will not necessarily be equivalent to hour for hour of time worked and in all cases the intent will be fairness and duty of care to the employee concerned.
- 4.71. The working arrangements for a Senior Officer should be agreed through discussion between the Manager and the Senior Officer. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 4.72. 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.
- 4.73. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours.
- 4.74. The agreed pattern of hours is to be recorded.
- 4.75. Requests from Senior Officers to access flexible Managed Time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.
- 4.76. Where a Senior Officer has worked on a weekend or public holiday to meet operational or research needs, it is reasonable to expect that the Senior Officer 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.

- 4.77. There are circumstances where alternative arrangements outlined in other provisions of this Agreement may be more appropriate.

### **Overtime**

- 4.78. An employee may be required by ANSTO to work reasonable overtime outside of and in addition to their Ordinary Hours of Duty (including outside the Bandwidth).
- 4.79. Overtime will only be paid where there is prior authorisation from management.
- 4.80. Senior Officers are not entitled to overtime payments in accordance with clauses 4.83 to 4.90, except in exceptional circumstances with the approval of their Manager.
- 4.81. An employee's base salary will be used for calculation of overtime payments.
- 4.82. Overtime provisions for shift workers are covered in clauses 5.11 to 5.15. Clauses 4.83 to 4.93 do not apply.

### **Overtime rates**

- 4.83. The following overtime payment rate is applied to an employee's 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**

- 4.84. Overtime that is continuous with ordinary duty will attract overtime payments if the overtime is an unbroken "run" of duty of two hours or more before or after the commencement of the employee's Ordinary Hours of Duty, and is continuous with the performance of the employee's Ordinary Hours of Duty in accordance with this Agreement. If overtime that is continuous with ordinary duty does not attract overtime payments, the employee will be entitled to flex credits for that duty. Where an employee is required to work overtime that is outside the Bandwidth, the employee will be entitled to overtime payments with respect to that period (irrespective of the length of overtime).
- 4.85. Where an employee is entitled to overtime payments for overtime continuous with ordinary duty, 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*

- 4.86. Where overtime is not continuous with ordinary duty or is on a weekend or public holiday, the minimum payment will be 4 hours, unless the employee was on-call.
- 4.87. 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.
- 4.88. 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 of overtime is worked, 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*

- 4.89. An employee will be permitted a rest pause of 10 hours between cessation of duty on one day and commencement of ordinary duty on the following day, inclusive of any travelling time. Where no such rest pause is provided, the employee will be paid at double time until the employee has had a rest pause of 10 hours or is released from ordinary duty, without reduction in salary.

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

- 4.90. 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 single-time rate. This provision does not apply to part-time employees.

#### **Additional Hours for Part-time Employees (Band 5 and below)**

- 4.91. Additional hours may be sought at the request of a part-time employee for flexibility, operational or development needs (including attendance at training, courses or conferences), or personal circumstances.
- 4.92. A part-time employee at Band 5 or below who requests to work in addition to their Ordinary Hours of Duty on a day may be paid at the ordinary single time rate for that additional work, instead of accruing flex-time, with the approval of their Manager.
- 4.93. All arrangements for additional hours where payment is to be made must be in writing and forwarded to payroll.

#### **Emergency Duty**

- 4.94. Emergency Duty refers to a circumstance where an employee is re-called to duty to support critical business operations or in response to an incident or emergency at a time when the employee would not ordinarily have been on duty, and the employee has not been provided with at least the following period of notice:

- 4.94.1. where an employee is called to duty between 6.00pm and 6.00am – 32 hours' notice; or
- 4.94.2. in any other case – 24 hours' notice.
- 4.95. Employees on Emergency Duty will be paid at the rate of double time for performing that duty. The minimum payment will be two hours at double time, including travelling time.
- 4.96. Where an employee undertakes Emergency Duty, that employee may be relieved of duty on their next period of ordinary duty to facilitate a rest period under the following conditions:
  - 4.96.1. the period of rest is without reduction in salary;
  - 4.96.2. 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; and
  - 4.96.3. irrespective of duration, a period of rest does not extend into a second period of ordinary duty.
- 4.97. 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 ten consecutive hours including reasonable travelling time.
- 4.98. 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.
- 4.99. An employee is not entitled to overtime payments for a period of Emergency Duty, however, where a higher rate of payment under the overtime provisions would apply to a period of Emergency Duty, the payment will be calculated under those provisions.
- 4.100. Employees on Emergency Duty on a public holiday will be paid a minimum of three hours at double time.

#### **Public Holidays**

- 4.101. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - 4.101.1. 1 January (New Year's Day);
  - 4.101.2. 26 January (Australia Day);
  - 4.101.3. Good Friday and the following Monday;
  - 4.101.4. Easter Saturday;
  - 4.101.5. 25 April (ANZAC Day);

- 4.101.6. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 4.101.7. Labour Day;
  - 4.101.8. 25 December (Christmas Day);
  - 4.101.9. 26 December (Boxing Day); and
  - 4.101.10. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 4.102. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- 4.103. ANSTO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 4.104. ANSTO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
- 4.105. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their ordinary hours on the public holiday.
- 4.106. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay).
- 4.107. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 4.101.1 to 4.101.10.
- 4.108. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

## **Annual Holiday Period**

- 4.109. Employees may absent themselves from duty without any reduction in salary for the three working days that are not public holidays falling between Christmas Day and New Year's Day each year (Annual Holiday Period), unless they are otherwise rostered or required to work during the Annual Holiday Period by ANSTO.
- 4.110. For shift workers who have shift averaging arrangements, the working days in the Annual Holiday Period will be treated as public holidays for shift averaging purposes.
- 4.111. If a shift worker has a rostered day off (RDO) which falls on one of the working days during the Annual Holiday Period, the shift worker will be paid at the ordinary single time rate for that day for 7 hours and 21 minutes.
- 4.112. ANSTO may roster or require an employee to perform duty on one or more working days during the Annual Holiday Period. Where this occurs:
- 4.112.1. employees other than shift workers will be entitled to absent themselves from duty without reduction in salary for an equivalent period of time to that which they performed duty during the Annual Holiday Period on a substitute day(s) or part day(s) within three months of the Additional Holiday Period, having regard to operational requirements; and
  - 4.112.2. shift workers will be entitled to shift loading on the basis that the working days are treated as public holidays.

## **Workloads**

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

## 5. SHIFT WORK

### Shift Work Requirement

- 5.1. Management may require employees to be shift workers who are regularly rostered to perform ordinary duties outside the Bandwidth and/or on Saturdays, Sundays or public holidays, for an ongoing or fixed period.
- 5.2. Management will consult with employees and their chosen representatives prior to the introduction of shift work or the rearrangement of shift cycles in accordance with Part 2 of this Agreement.

### Shift Loading

- 5.3. Where any part of a shift worker's ordinary duty falls between the hours of 6:00 pm and 6:30 am, the shift worker is entitled to a loading of fifteen percent of salary for that shift.
- 5.4. Where a shift worker's ordinary duty falls wholly between the hours of 6:00 pm and 8:00 am continuously for more than four weeks, the shift worker is entitled to a loading of thirty percent of salary for that shift.
- 5.5. A shift worker will be entitled to the following loading where they are rostered to work ordinary duty on the following days:

Saturday	150%
Sunday	200%
Public Holidays	250%

- 5.6. The Saturday, Sunday and Public Holiday loadings are in substitution for, and not cumulative upon, the night or continuous night loadings.
- 5.7. Shift loading will not be taken into account in the calculation of overtime or salary-based allowances and those calculations are based on the ordinary single time rate of pay.
- 5.8. Shift loading will not be paid in conjunction with any other penalty or determination for the same shift.
- 5.9. Shift loading will be calculated to the nearest quarter of an hour over each fortnightly period.

### Payment of loading during annual leave

- 5.10. A shift worker on annual leave will be paid the loadings for the shifts they would have worked had they not taken leave.

## Overtime for Shift Workers

- 5.11. A shift worker will be entitled to overtime where they are required by ANSTO to work in excess of their rostered ordinary duty on a day, or in excess of their weekly ordinary hours or an average of the weekly ordinary hours over a cycle of shifts, or for a part-time shift worker, in excess of their agreed ordinary hours of work.
- 5.12. Overtime will be paid at the following rates for shift workers:

12 hour 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%

- 5.13. 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).
- 5.14. Where a shift worker is required to work overtime, the shift worker will be permitted a rest pause of 10 hours including reasonable travelling time between cessation of duty on one day and commencement of ordinary duty on the following day. Where no such rest pause is provided, an employee will be paid at the rate of double time until such time as they can be released from duty for the required rest pause.
- 5.15. Shift loadings are not payable for periods in which a shift worker is entitled to overtime.

## Shift Work Hours of duty

- 5.16. For the calculation of fortnightly earnings and accumulation of annual leave and personal/carer's, the ordinary hours of work for shift workers will be 36 hours and 45 minutes per week.
- 5.17. 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:
- 5.17.1. up to 36 hours and 45 minutes within a period not exceeding seven consecutive days; or
  - 5.17.2. up to 73 hours and 30 minutes within a period not exceeding 14 consecutive days; or
  - 5.17.3. up to 147 hours within a period not exceeding 28 consecutive days; or
  - 5.17.4. an average of 36 hours and 45 minutes per week, averaged over one full roster cycle period.

- 5.18. In exceptional circumstances, shift rosters may be written in a way that causes a greater number of hours to be worked than the ordinary hours provided in clause 5.17 above. In such cases, the additional hours are paid as overtime as per clause 5.11.
- 5.19. 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.
- 5.20. Shift workers are entitled to a paid meal break after five hours work. In the case of 12 hour shifts, employees will have two paid breaks, each of 30 minutes.

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

- 5.21. Where a shift work arrangement ceases or where an employee is no longer required to work as a shift worker, then ANSTO will provide a notice period of 12 weeks 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 loading which would have been payable had the employee remained a shift worker for the balance of the 12-week period.

#### **Rosters**

- 5.22. In proposing rosters, management will consult with the affected employees in accordance with the consultation provisions in Part 2 of this Agreement.
- 5.23. Shift rosters will specify the commencing and finishing times of ordinary hours of the respective shifts.
- 5.24. 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**

- 5.25. From time to time, intermittent or sporadic shift arrangements are required to operate in response to ANSTO's operational, business and / or research requirements for employees who are not shift workers.
- 5.26. Where such shift arrangements occur, the shift loadings specified in this Agreement will apply. Consultation will occur, in accordance with the consultation provisions in Part 2 of this Agreement, with the affected employees prior to the implementation of the arrangements.

#### **Shift Duration**

- 5.27. The duration of any single shift should not exceed 12 hours excluding handover time.

- 5.28. 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.
- 5.29. 12-hour shift rosters other than in the case of the Australian Synchrotron will be designed to:
- 5.29.1. limit the number of consecutive shifts to four in a row (excluding Spare Shifts); and
  - 5.29.2. have a minimum two days rostered off following consecutive worked shifts (excluding Spare Shifts).
- 5.30. In the case of the Australian Synchrotron, 12-hour shift rosters will be designed to:
- 5.30.1. limit the number of consecutive shifts to seven in a row (excluding Spare Shifts); and
  - 5.30.2. have a minimum of seven days rostered off following seven consecutive worked night shifts.
- 5.31. All 12-hour shift workers agree to provide shift cover relief by being reasonably available for work on their RDOs. 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.

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

- 5.32. "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.
- 5.33. 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. The shift roster will identify RDOs.
- 5.34. Any difference between the total rostered shift hours during one full roster cycle and the required ordinary hours of 36 hours 45 minutes per week multiplied by the number of weeks in the roster cycle, will be made up by the inclusion of "Spare Shifts" in the roster.
- 5.35. Spare Shifts will be worked within the Bandwidth or as prescribed by the roster.

#### **Averaging of Shift Payments**

- 5.36. ANSTO may at its own discretion initiate or cease averaging of shift loading ("**shift averaging**") with 4 weeks' notice to employees. This will be done in consultation with affected employees in accordance with the consultation provisions in Part 2 of this

Agreement. Where shift averaging ceases, shift loading based on individual shifts worked will apply.

### **Salary Calculations**

- 5.37. Shift workers on a shift averaging arrangement will be remunerated on an average pay basis. Average pay is inclusive of base salary and the determined average shift loading. The calculation of average shift payments will be determined in accordance with clauses 5.40 to 5.46
- 5.38. In place of calculating shift loading on an individual shift basis, an averaged shift loading will be paid. The average shift loading will be applied to each individual employee's 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.
- 5.39. 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 shift payments (i.e. shift averaging does not apply).

### **Average Shift Calculator**

- 5.40. A standard approach to calculating average shift payments will be adopted across ANSTO.
- 5.41. An average shift calculator will be used to calculate the relevant average loading which can be applied to any average shift arrangement.
- 5.42. The average shift calculator will include the following inputs:
  - 5.42.1. roster patterns;
  - 5.42.2. number of gazetted public holidays per calendar year plus the working days in the Annual Holiday Period as per clauses 4.109 to 4.112;
  - 5.42.3. number of weeks in the roster cycle; and
  - 5.42.4. shift start and finish times.
- 5.43. Where an extra day is added or removed from the gazetted public holidays during the year for which the average loading has already been determined, the average shift calculator will be updated to reflect the change from the day on which the 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. Total ordinary hours (that is, the number of weeks in 1 shift cycle times 36 hours and 45 minutes) are used as the basis for calculating the average shift loading.

- 5.46. 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 worker's roster.

**Leave on Shift Averaging Arrangements**

*Annual leave*

- 5.47. Shift workers on shift averaging arrangements 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. Annual leave credits will be deducted based on the actual hours the shift worker was rostered to work on the day that they take annual leave.

## 6. PAY AND CLASSIFICATION

### Payment of salary

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

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

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

### Salary increase

- 6.2. Salary rates will be as set out in Appendix 1 - Base Salaries to this Agreement.
- 6.3. The base salary rates in Appendix 1 include the following increases:
- 6.3.1. 4.0 per cent from 29 April 2024;
  - 6.3.2. 3.8 per cent from the first full pay period on or after 29 April 2025; and
  - 6.3.3. 3.4 per cent from the first full pay period on or after 29 April 2026.
- 6.4. The increase to base salary rates provided in clause 6.3.1 is only applicable to employees employed in ANSTO on and from the commencement of this Agreement.

### Superannuation

- 6.5. ANSTO will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 6.6. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 6.7. ANSTO will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the payroll system.

### *Method for calculating superannuation salary*

- 6.8. ANSTO will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- 6.9. Employer contributions will be made for all employees covered by this Agreement.

- 6.10. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### **Remuneration Structure**

#### *Salary Bands 1-8*

- 6.11. Salary band 1 in the ANSTO salary scale has two salary levels. Salary bands 2-8 in the ANSTO salary scales have 5 salary levels per Salary band.

#### *Salary Bands 9-10*

- 6.12. 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.

### **Salary setting and progression to a level within a band**

- 6.13. Where an employee is engaged or is promoted in ANSTO, the employee's salary will be paid at the minimum level of the relevant band, unless ANSTO determines a higher level within the relevant band under these salary setting clauses.
- 6.14. ANSTO may determine the payment of salary at a higher level within the relevant band and the date of effect at any time.
- 6.15. In determining a salary under these salary setting clauses, ANSTO will have regard to relevant factors including the employee's experience, qualifications and skills.
- 6.16. Where an employee commences ongoing employment in ANSTO immediately following a period of fixed-term employment in ANSTO, ANSTO will determine the payment of the employee's salary at a level within the relevant band which recognises the employee's prior service as a fixed-term employee in ANSTO.
- 6.17. Where an employee commences ongoing employment in ANSTO immediately following a period of casual employment in ANSTO, ANSTO will determine the payment of salary at a level within the relevant band which recognises the employee's prior service as a casual employee in ANSTO.
- 6.18. Where ANSTO determines that an employee's salary has been incorrectly set, ANSTO may determine the correct salary and the date of effect.

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

- 6.19. 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.
- 6.20. The exceptions to this are when employees are:

- 6.20.1. appointed to linked positions;
- 6.20.2. reclassified in their existing role; or
- 6.20.3. subject to advancement under the Research Merit Salary Increase system.

**Classification System**

- 6.21. ANSTO uses the Mercer Job Evaluation System to describe and evaluate positions.
- 6.22. 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**

- 6.23. A Linked Position is identified by a position description which provides for employees to progress from one band to another.
- 6.24. 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.
- 6.25. For further information, see AP-2783 Linked Position Procedure.

**Reclassification**

- 6.26. An assessment for the upwards reclassification of a position to a higher band will be undertaken where:
  - 6.26.1. the accountabilities (the work required by management) of a position have increased over a sustained period; and
  - 6.26.2. there is an ongoing requirement of the role (as determined by management).
- 6.27. 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**

- 6.28. Clauses 6.29 - 6.31 apply to an employee where the employee was covered by the *Synchrotron Light Source Australia (SLSA) Enterprise Agreement 2016-2019* and has been employed continuously in ANSTO since the *Synchrotron Light Source Australia (SLSA) Enterprise Agreement 2016-2019* ceased to apply to their employment.

### *Other salary increases*

- 6.29. The general increases in clause 6.3 of this agreement do not have the effect of increasing an employee's salary above the maximum level for the employee's Salary band.
- 6.30. If an employee does not receive an increase to their salary equivalent to a percentage rate increase specified in clause 6.3 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 ~~6.3~~.

### *Working hours*

- 6.31. Notwithstanding clause 4.2, 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 instead of overtime or shift loadings:
- 6.31.1. +50% of normal Hourly Rate for work on Saturdays;
  - 6.31.2. +100% of normal Hourly Rate for work on Sundays;
  - 6.31.3. +150% of normal Hourly Rate for work on Public Holidays.

## **Market Related Employment**

- 6.32. Where an employee, who would otherwise be a Senior Officer, possesses skills or capabilities that are in high market demand, ANSTO may, at its discretion, offer supplementary remuneration for a specified period in lieu of particular provisions of this agreement applying to the employee (a "market related employment arrangement").
- 6.33. An employee in receipt of a market related employment arrangement will not be entitled to any of the allowances set out in clauses 9.24 to 9.49 of this agreement, unless otherwise determined by ANSTO.
- 6.34. 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.
- 6.35. 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.

- 6.36. Market related employment arrangements will not disadvantage the employee concerned when compared with the terms of this agreement.

### **Overpayments**

- 6.37. An overpayment occurs if ANSTO provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 6.38. Where ANSTO considers that an overpayment has occurred, ANSTO will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 6.39. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise ANSTO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 6.40. If after considering the employee's response (if any), ANSTO confirms that an overpayment has occurred, the overpayment will be treated as a debt to ANSTO that must be repaid to ANSTO in full by the employee.
- 6.41. ANSTO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 6.42. ANSTO and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 6.43. Interest will not be charged on overpayments.
- 6.44. Nothing in clauses 6.37 to 6.43 prevents ANSTO from recovering debts through other available legal avenues.

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

- 6.45. ANSTO may reduce an employee in classification or terminate an employee's employment 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, ANSTO must make reasonable efforts to source alternative job arrangements for the employee of equal Salary banding. If it is not possible to source alternative job arrangements after reasonably available avenues have been exhausted, then the above will apply.

### **Fitness for Duty**

- 6.46. 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.

- 6.47. Where there is a concern from a Manager or Occupational Health Centre representative that an employee is not fit for duty, the actions should be escalated as follows:
- 6.47.1. discuss concerns with employee; then
  - 6.47.2. encourage the employee to proceed on leave.
  - 6.47.3. Where continuation of duty places themselves or others at undue risk, the Manager, in consultation with People Performance & Capability where appropriate, can direct an employee to proceed on leave until such time as an assessment is made by an appropriately qualified medical practitioner.
  - 6.47.4. Where there is disagreement on the above (6.47.1 – 6.47.3), either party may request a medical assessment be initiated under ANSTO’s First Aid and Emergency Medical Care Guide AG2487.
- 6.48. 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 ANSTO paying for or re-imbursing the cost of transportation via a taxi or rideshare service, as appropriate.
- 6.49. If management, in consultation with People Performance & Capability & the Occupational Health Centre where appropriate, has reason to believe that an employee is unfit for duty for any reason, management may require the employee either:
- 6.49.1. to furnish a report as to their condition from an appropriately qualified medical practitioner of their choice; or
  - 6.49.2. to be examined by an independent medical assessor engaged by ANSTO.
- 6.50. 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.
- 6.51. 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**

- 6.52. 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 the dispute resolution procedures in Part 2 of this Agreement.

### **Salary Sacrifice**

- 6.53. 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.
- 6.54. 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.
- 6.55. It is the responsibility of an employee seeking a salary sacrifice arrangement to obtain suitable independent financial advice prior to entering into such an 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. The objective of the Annual Performance Effectiveness Appraisal (APEA) process is to assess an employee's performance and conduct, as well as promote continuous development. Misconduct may otherwise be dealt with under Part 13 of this Agreement.
- 7.2. All employees (except casuals) must participate in ANSTO's APEA cycle. The performance management cycle runs from July to June each year.
- 7.3. 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 at the end of the APEA cycle. Where an employee changes position within the APEA cycle, new objectives for their position should be established within 4 weeks of commencement in the new position.
- 7.4. Assessors and employees should agree to establish objectives that are practical, specific, measurable, attainable, time bound and related to the business plan of the area.
  - 7.4.1. 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.
  - 7.4.2. In the case where agreement on objectives cannot be reached between an employee and their assessor, the two-up manager will discuss with the employee and their assessor, review and determine the objectives as required.
- 7.5. An assessor is generally an employee's Manager. In the event the employee's Manager is on leave or otherwise unavailable, the two-up manager will conduct relevant APEA steps with the employee (where available).
- 7.6. Learning and Development objectives can be identified to assist employees in achieving their work objectives and fulfilling the demands of the role.
- 7.7. Where an employee refuses to participate in the APEA process, the Misconduct provisions in Part 13 of this Agreement may be implemented. Lack of participation will result in the employee not being eligible for a performance-related salary increase in accordance with clauses 7.9 to 7.15.
- 7.8. 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**

- 7.9. Employees must achieve an effective performance rating (or higher) at the end of the APEA cycle and be assessed as consistently meeting 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 level within the band.

- 7.10. Effective Performance is defined as:
- 7.10.1. performance consistently meets expectations;
  - 7.10.2. objectives are handled efficiently; initiates action necessary to fulfil job responsibilities, anticipates problems and takes action to avoid them;
  - 7.10.3. work meets and sometimes exceeds quantity and quality expectations;
  - 7.10.4. demonstrates the knowledge and skills to handle any assignment within the scope of their job accountability; and
  - 7.10.5. consistently meets required behavioural standards, behaves in a way that supports all the values.
- 7.11. An employee must have completed at least six months in the position the subject of the APEA review to be eligible for advancement to the next level within their current band (if available) in accordance with clause 7.9. Management may determine a shorter period of service.
- 7.12. If an employee is receiving a higher duties allowance, the employee may be eligible for salary advancement with respect to both their substantive and acting band subject to meeting the eligibility criteria set out in clauses 7.9 to 7.11 at the higher band.
- 7.13. Certain Early Career Programs are excluded from performance related salary increases as set out in clause 8.4.
- 7.14. Casual employees will not usually be eligible for progression within a band.
- 7.15. For further information, see AP-6904 APEA Guidelines

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

- 7.16. During the APEA cycle, where an employee is identified as having unsatisfactory performance the process outlined in Managing Under-Performance in Part 12 of this Agreement may be followed.
- 7.17. Unsatisfactory performance is defined as:
- 7.17.1. performance consistently falls short of expectations and/or competence; or
  - 7.17.2. work often shows gaps in terms of the expected standard of quantity, quality, accuracy or time.
- 7.18. 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 result in the formal processes under Managing Under-Performance in Part 12 of this Agreement or the Misconduct processes in Part 13 of this Agreement being followed depending on the circumstances and the nature of the behaviour.

## Rewards and Recognition

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

## Researcher Merit Salary Increase

- 7.21. 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 process.
- 7.22. The RMSI system applies to all employees who fall within the definition of 'Researcher' in the AR-2271 Research Merit Salary Increase Program document, which may include engineers. However, the RMSI system does not apply to an employee who has a market related employment arrangement.
- 7.23. 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 application including an Evidence Portfolio and assessment of the application by an Expert Panel.
  - 7.23.1. when putting together a suitably comprised Expert Panel, ANSTO will take into consideration diversity, consistency, and ensuring outcomes with appropriate checks and balances in relation to issues such as perceived bias or favouritism. The panel membership will include meritorious research peers.
  - 7.23.2. clear, set criteria will be utilised for assessment of RMSI applications. Criteria will be readily accessible to employees. In addition to the set criteria, the Expert Panel will also consider how it will promote the principles of equity and diversity in assessing applications.
- 7.24. Successful researchers who are assessed by the Expert Panel to be eligible for the RMSI will receive a salary equivalent to the salary at level 1 of the next highest band or under special circumstances to a higher level within the next band.
- 7.25. The awarded RMSI will be subject to a review at the end of the second year after the RMSI is granted. Upon review:
  - 7.25.1. the employee may be placed in the higher band and level for which they are receiving salary on a substantive and permanent basis (subject to at least two years of sustained performance); or

- 7.25.2. the RMSI may conclude, and the researcher will be returned to the salary at their substantive band, at the level that they would have otherwise achieved; or
- 7.25.3. the RMSI may continue for another period of time and subject to a later review because a decision cannot be made to permanently place the employee in the higher band. Upon later review, the RMSI could be awarded as per clause 7.25.1, concluded as per clause 7.25.2, or further review as per clause 7.25.3).
- 7.26. The maintenance of any RMSI is subject to effective performance, as defined in clause 7.10.
- 7.27. A researcher in receipt of RMSI is not eligible to be paid RMSI at the next salary level within the higher band under the APEA annual review unless they have completed at least 6 months service while in receipt of the RMSI.
- 7.28. 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 ANSTO.
- 7.29. Researchers who are unsuccessful in their RMSI application will be given detailed feedback.
- 7.30. For further information, see AR-2271 RMSI Assessment Process.
- 7.31. Where a researcher has received a higher salary under RMSI and reverts to their substantive salary, then that substantive salary will be adjusted to include any pay levels which would have been granted, subject to the employee having achieved effective performance during the APEA cycles for which they were in receipt of RMSI.
- 7.32. Where a researcher receives a higher salary under RMSI, that salary will be treated as salary for superannuation purposes.
- 7.33. 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. CAREER DEVELOPMENT – PROFESSIONAL RECOGNITION AND SUPPORT

- 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.
- 8.2. 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:
- 8.2.1. Early Career Programs;
  - 8.2.2. Secondments;
  - 8.2.3. “Leap and learn” opportunities;
  - 8.2.4. APEA discussions;
  - 8.2.5. internal training programs;
  - 8.2.6. individual training plans;
  - 8.2.7. formal external training leading to competency, certification or qualification;
  - 8.2.8. opportunities to attend relevant conferences and workshops (locally/nationally/internationally).
- 8.3. ANSTO recognises some employees are required to hold and maintain professional qualifications as part of their role (including accountants, lawyers and engineers). Where an employee is required to hold and maintain a professional qualification as part of their role (including due to a legal requirement) or ANSTO otherwise considers there to be a benefit to ANSTO of the employee holding and maintaining the professional qualification, ANSTO may:
- 8.3.1. provide the employee with reasonable support for mandatory continuing professional development to be completed during paid time;
  - 8.3.2. pay for or reimburse (in full or in part) professional membership and certification fees for the employee; and/or
  - 8.3.3. provide the employee with such other reasonable support as ANSTO may consider appropriate.

### Early Career Programs

*Rate of Pay and performance-related salary increases*

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

<b>Early Career Category</b>	<b>Rate of Pay</b>	<b>Eligibility for performance related salary increases</b>
Placements/Students	Band 1, Level 1	No
Year-In-Industry Internship	Band 1, Level 1	No
Apprentice	Band 2, Level 4	Yes
Graduate	Band 4, Level 1	Yes
Post-Doctoral Fellowship	Band 5, Level 3	No

#### **Education and Training**

8.5. 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 Band 5 or below start or finish work away from their usual place of work (i.e. at another establishment) they will be entitled to be paid for excess travel time if their excess travelling time exceeds half an hour per trip. Excess travelling time is time in excess of the time usually taken to travel from home to the employee's usual place of work, and is paid at the ordinary single-time Hourly Rate up to a maximum of five hours per day. Alternatively excess travel time may be accrued as flex-time.
- 9.2. Where a Senior Officer is required to travel outside the Bandwidth, or are subject to excess travel time because they are required to start or finish work away from their usual place of work, the Managed Time provisions may be utilised to recognise and compensate for the additional hours. An individual flexibility arrangement may also be appropriate depending on the circumstances.

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

- 9.3. Subject to clause 9.4, where employees in Band 5 or below usually 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 hour's pay at the ordinary single-time Hourly Rate 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 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 incurred.
- 9.6. This clause does not apply to travel to and from an employee's usual place of work, or travel between facilities or locations which would otherwise attract the payments set out in clauses 9.1 to 9.4.
- 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.

### **Relocation assistance**

- 9.8. Where an existing employee is required to relocate at the request of ANSTO (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.

- 9.9. Where an employee is required to relocate on engagement with ANSTO, the employee will be provided with financial relocation assistance.
- 9.10. Reasonable expenses associated with the relocation include:
- 9.10.1. the cost of transport of the employee, dependants and partner by the most economical means;
  - 9.10.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 9.10.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 9.10.4. the reasonably incurred expenses in kennelling and transport of pets.
- 9.11. Additional relocation assistance may be granted at ANSTO's discretion.

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

- 9.12. Higher duties allowance will be paid to an employee temporarily occupying a role acting at a band higher than their substantive band for a period of 2 or more working weeks.
- 9.13. Under normal circumstances, an employee should not temporarily occupy a role at a higher band for a period exceeding 12 months unless approval from the Manager in consultation with People Performance & Capability is provided.
- 9.14. Identification, selection and rotation of employees temporarily occupying a role at a higher band is at the discretion of the Manager. 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.
- 9.15. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher band, or a higher amount determined by ANSTO.
- 9.16. Where an employee is found to be eligible for a performance related salary increase to a higher level at their acting band they will receive an appropriate increase in the rate of higher duties allowance. The employee's higher level within the band will be retained for all future periods of acting regardless of elapsed time.
- 9.17. Where an employee is assigned only part of the higher duties, ANSTO will determine the amount of allowance payable.
- 9.18. Higher duties allowance will be payable while an employee is acting at a higher band as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.

- 9.19. ANSTO may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 9.20. An employee who temporarily occupies a role as a Senior Officer is not eligible for flex-time or overtime consistent with clauses 4.66 and 4.80 unless otherwise approved by ANSTO.
- 9.21. All HDA arrangements must be formalised with Shared Services.
- 9.22. HDA will be paid fortnightly as part of the normal payroll arrangements.
- 9.23. Where an employee is subject to HDA and takes leave of any type, then the payment of HDA will not be made where the leave occasion exceeds 2 weeks (10 working days) in duration, except where legislatively required to be paid.

### **Meal Allowance**

- 9.24. Employees will be entitled to a meal allowance of \$35.50 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.
- 9.25. This allowance will be capped to \$35.50 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.
- 9.26. Agreed meal periods are:
  - 9.26.1. 7:00 am to 9:00 am;
  - 9.26.2. 12:00 noon to 2:00 pm;
  - 9.26.3. 6:00 pm to 7:00 pm; and
  - 9.26.4. Midnight to 1:00 am.

### **NPW Radiation Allowance**

- 9.27. 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**

- 9.28. A personal allowance may be paid to an employee in recognition of:
  - 9.28.1. academic/scientific standing;
  - 9.28.2. industry standing; or
  - 9.28.3. specific work performance including statutory authorisation and approvals.
- 9.29. The continuation of personal allowances will be subject to review every 12 months.

- 9.30. Personal allowances may be withdrawn as a consequence of the review process.
- 9.31. Personal allowances will be considered on a case by case basis and on the basis of clear evidence.
- 9.32. 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:
- 9.32.1. up to \$5,000 per annum (applies up to and including Band 5);
  - 9.32.2. up to \$10,000 per annum (applies to Band 6); or
  - 9.32.3. up to \$15,000 per annum (applies to Band 7 and above).
- 9.33. Proposals and approvals for personal allowances are made by the relevant Manager, in consultation with Human Resources. For further information, see AG-1682 ANSTO Delegations Manual.
- 9.34. Personal allowances will be paid as salary on a fortnightly basis as part of normal payroll arrangements.

#### **Workplace Responsibility Allowance**

- 9.35. An employee appointed by ANSTO (or elected by eligible peers in the case of a Health and Safety Representative) to undertake any of the following roles:
- 9.35.1. First Aid Officer;
  - 9.35.2. Health and Safety Representative;
  - 9.35.3. Building Warden;
  - 9.35.4. Workplace Contact Officer; and
  - 9.35.5. Mental Health First Aid Officer
- will be paid a workplace responsibility allowance as per the Allowances Table (clause 9.49).
- 9.36. The full allowance is payable regardless of flexible work and part-time arrangements.
- 9.37. An employee undertaking more than one workplace responsibility role simultaneously will only receive a single allowance payment in respect of all roles undertaken, unless otherwise approved by ANSTO due to operational requirements.
- 9.38. An employee's physical availability to undertake the role will be considered by ANSTO when appointing and reappointing an employee to a workplace responsibility role.
- 9.39. A casual employee who is eligible to receive a workplace responsibility allowance will be paid the full rate of the allowance for a fortnight provided they engage in work during the

pay cycle for that fortnight, irrespective of the frequency and duration of the work undertaken.

### **On-call Allowance**

- 9.40. On-call employees will be entitled to an allowance as per the Allowances Table (clause 9.49) 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**

- 9.41. Employees who are trained and accredited to operate the external warehouse security scanner will be paid an allowance as per the Allowances Table (clause 9.49) per fortnight conditional on their operating the scanner for the period and maintaining their operating competency.

### **Welding Licence Allowance**

- 9.42. 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.
- 9.43. An allowance as per the Allowances Table (clause 9.49) 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 of the allowance.
- 9.44. An additional welding licence allowance per fortnight will be paid for additional welding process related tickets such as stick, MIG, TIG and Welding Supervision. The maximum payable per fortnight for holding all tickets (including that referred to in clause 9.43) is the Welding Maximum set out in the Allowances Table - clause 9.49. The requirement for the licences and the requirement for the work will be determined by the relevant senior manager.
- 9.45. Payment of the licence allowance is conditional on the employee maintaining and demonstrating competence.

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

- 9.46. 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 who 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 9.49).

- 9.46.1. The employee must hold a current first aid certification.

9.46.2. The Electricians Licence Allowance (HV) includes first aid recognition, and therefore no Workplace Responsibility Allowance will be payable for being appointed as a First Aid Officer to an employee who receives an Electricians Licence Allowance (HV).

**Electricians Licence Allowance**

9.47. 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 9.49).

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

9.47.2. The Electricians Licence Allowance includes first aid recognition, and therefore no Workplace Responsibility Allowance will be payable for being appointed as a First Aid Officer to an employee who receives an Electricians Licence Allowance.

**Plumber Licence Allowance**

9.48. A plumber who is, or who may be required by ANSTO 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 an allowance as per the Allowances Table (clause 9.49).

**Allowances Table**

9.49. The following table applies to salary-related allowances:

Allowance	Clause	Frequency	Pre-Agreement	29 April 2024 - 4.0%	29 April 2025 - 3.8%	29 April 2026 - 3.4%
Workplace Responsibility Allowance	9.35 to 9.39	Fortnightly	n/a	\$30.51	\$31.67	\$32.75
On Call	9.40	For each period up to 24 hours	\$38.25	\$39.78	\$41.29	\$42.69
Security Scanner Licence	9.41	Fortnightly	\$40.78	\$42.41	\$44.02	\$45.52
Welding Licence	9.43 and 9.44	Fortnightly	\$31.86	\$33.13	\$34.39	\$35.56
Welding Maximum	9.44	Fortnightly	\$95.58	\$99.35	\$103.13	\$106.64
Electrician’s Licence (HV)	9.46	Fortnightly	\$165.54	\$172.16	\$178.70	\$184.78
Electrician’s Licence	9.47	Fortnightly	\$114.82	\$119.41	\$123.95	\$128.16
Plumber’s Licence	9.48	Fortnightly	\$216.48	\$225.14	\$233.70	\$241.65

## **Bus Service**

- 9.50. It is agreed that a maximum fare of \$3.00 per journey be applied to the Sutherland service for at least 12 months from the commencement of this Agreement.
- 9.51. ANSTO reserves the right to make decisions regarding the operation of the service and fare setting. Prior to any such decision there will be consultation in accordance with the consultation provisions in Part 2 of this Agreement.

## 10. LEAVE

### Annual Leave

- 10.1. Employees (other than casual employees) are entitled to 4 weeks (147 hours) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
- 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, at times agreed between ANSTO and the employee;
  - 10.2.3. must be approved by the relevant Manager prior to being taken; and
  - 10.2.4. will count as service for all purposes.
- 10.3. Annual leave may be granted by ANSTO at half pay. However, annual leave will not be granted at half pay where the employee has a balance of accrued annual leave in excess of 7 weeks, unless there are exceptional circumstances.
- 10.4. Shift workers who are regularly rostered to work Sundays and public holidays will be credited with an additional half a shift of annual leave for each Sunday or public holiday worked, up to a maximum of five shifts for each calendar year. This maximum will be pro-rated if an employee only works on a shift roster that includes Sundays and public holidays for part of a year.
- 10.5. Employees' annual leave balances will be available to view through ANSTO's online employee self-service system.
- 10.6. Where annual leave is cancelled by ANSTO or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 10.7. Employees will receive payment in lieu of any untaken annual leave in their final pay, following cessation of their employment with ANSTO.

### Compulsory Taking of Annual Leave

- 10.8. Recognising the importance of employee well-being, all employees are required to take a minimum of 2 weeks annual leave during a year of service except in the employee's first year of employment. In circumstances where an employee fails to take at least 2 weeks' leave over a year of service, the employee will be notified by ANSTO and directed to take a period of annual leave at a particular date to ensure they have had 2 weeks' annual leave.

- 10.9. If an employee reaches 7 weeks of accrued annual leave, ANSTO may require the employee to take 1 week of annual leave within the next three months.
- 10.10. Where an employee reaches 7 weeks of accrued annual leave and has had previously approved leave denied or changed for business or operational reasons within the previous year of service, the employee will be given four months to reduce the excess credits to 7 weeks accrual or below before being required to take leave in accordance with clause 10.9.
- 10.11. If an employee who is not a shift worker reaches 8 weeks of accrued annual leave, the employee may be directed to take leave immediately (or at another time determined by ANSTO) until their accrued annual leave balance is reduced to 7 weeks, at which time, clause 10.9 will apply.
- 10.12. If an employee who is a shift worker reaches 10 weeks of accrued annual leave, the employee may be directed to take 5 days' annual leave immediately (or at another time determined by ANSTO).
- 10.13. ANSTO may, at its discretion, allow an accumulation beyond the limits outlined in clauses 10.9 to 10.12.

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

- 10.14. An employee may apply to cash out their annual leave provided that:
- 10.14.1. 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;
  - 10.14.2. 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;
  - 10.14.3. 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
  - 10.14.4. 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.
- 10.15. Employees will not be coerced or forced to cash out their annual leave.

#### **Purchased Leave**

- 10.16. Employees may request up to 6 weeks purchased leave in a given 12-month period. Purchased leave must be approved in advance by ANSTO. Employees should recognise that purchased leave is in effect, a form of leave without pay, which ANSTO counts as service.

- 10.17. Repayments for a period of approved purchased leave will be averaged over a maximum of 26 pay periods and deducted from salary over the relevant period. This means that fluctuations in an employee's salary will affect the repayment cost.
- 10.18. Purchased Leave is subject to the following terms:
- 10.18.1. an employee must have completed their probation period;
  - 10.18.2. an employee cannot apply for Purchased Leave when they have over 7 weeks of unused annual leave credits; and
  - 10.18.3. purchased leave will be taken within a 12-month period from the date of commencement in the scheme. Purchased leave not taken in that time will be forfeited and the value of the leave will be refunded at the end of the 12 month period.
- 10.19. The purchase of additional leave under this clause will not affect the superannuation obligations of ANSTO and/or the employee involved.
- 10.20. Where an employee ceases employment with ANSTO and has not taken a period of purchased leave and/or has not repaid a period of purchased leave, the purchased leave balance and repayments will be reconciled and payments recovered or refunded as appropriate.

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

#### *Entitlement to personal/carers leave*

- 10.21. ANSTO provides 18 days (132.3 hours) of paid personal/carers leave for full-time employees (pro-rata for part-time employees) for each year of service.
- 10.22. Employees will be credited with 18 days (132.3 hours) personal/carers leave (pro-rata for part-time employees):
- 10.22.1. on commencement of employment with ANSTO; and
  - 10.22.2. at the completion of each 12 months' continuous service or pro rata for completed months of service, with personal/carers leave credits accruing from year to year.
- 10.23. Employees' personal/carers leave balances will be available to view through ANSTO's online employee self-service system.
- 10.24. Personal/carers leave at half pay may be approved by ANSTO.
- 10.25. A casual employee may:
- 10.25.1. be absent without pay when not fit for work due to personal illness or injury;

- 10.25.2. access up to 2 days unpaid carer's leave per occasion, consistent with the NES.

#### *Usage*

- 10.26. Employees may use personal/carer's leave:
  - 10.26.1. due to personal illness or injury;
  - 10.26.2. to attend appointments with a registered health practitioner;
  - 10.26.3. to manage a chronic condition; and/or
  - 10.26.4. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
    - 10.26.4.1. of a personal illness or injury affecting the person; or
    - 10.26.4.2. of an unexpected emergency affecting the other person.

#### *Carers*

- 10.27. A person that an employee has caring responsibilities for may include a person who needs care because they:
  - 10.27.1. have a medical condition, including when they are in hospital;
  - 10.27.2. have a mental illness;
  - 10.27.3. have a disability;
  - 10.27.4. are frail or aged; and/or
  - 10.27.5. are a child, not limited to a child of the employee.

#### *Evidence*

- 10.28. Employees may be required to provide evidence in support of personal/carer's leave after:
  - 10.28.1. more than 3 consecutive days/shifts (or part shifts) of personal/carer's leave; or
  - 10.28.2. more than 8 days/shifts (or part shifts) of personal/carer's leave without evidence in a calendar year.
- 10.29. Acceptable evidence includes:
  - 10.29.1. a certificate from a registered health practitioner;
  - 10.29.2. a statutory declaration; and
  - 10.29.3. another form of evidence approved by ANSTO.

- 10.30. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 10.31. 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 Manager. Managers may make local arrangements as to how this is to be done.
- 10.32. 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 their Manager.
- 10.33. For any work related injury or illness, the employee must present to the Occupational Health Centre or the SLSA Safety Team immediately upon return to work if they have taken time off duty because of the illness or injury. All work-related injuries/illnesses require a certificate from the treating doctor outlining any restrictions or time off required.
- 10.34. An employee shall not be retired on the grounds of invalidity prior to the date upon which their accrued personal/carer's leave credit is exhausted unless the employee consents to retirement on invalidity grounds from an earlier date.

#### **Leave with Pay**

- 10.35. ANSTO may grant employees (including casual employees) additional leave with pay for purposes and subject to conditions that are determined by ANSTO.
- 10.36. Leave with pay may be granted in a range of circumstances including where bereavement leave would not otherwise be available to attend a funeral.

#### **Leave Without Pay**

- 10.37. ANSTO may grant an employee (including a casual employee) leave without pay for a period of up to one year (excluding in cases of parental leave which are dealt with separately). Leave without pay granted under this clause will not count as service unless ANSTO determines there is an organisational benefit or where legislatively required.
- 10.38. Approved leave without pay will not break an employee's continuity of employment.
- 10.39. 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.

#### **Re-crediting Leave**

- 10.40. When an employee is on:
- 10.40.1. annual leave;
  - 10.40.2. purchased leave;

- 10.40.3. defence reservist leave;
  - 10.40.4. First Nations ceremonial leave;
  - 10.40.5. NAIDOC leave;
  - 10.40.6. cultural leave; or
  - 10.40.7. long service leave; and
- becomes eligible for, under legislation or this Agreement:
- 10.40.8. personal/carer's leave;
  - 10.40.9. compassionate or bereavement leave;
  - 10.40.10. jury duty;
  - 10.40.11. emergency services leave;
  - 10.40.12. leave to attend to family and domestic violence circumstances; or
  - 10.40.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

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

#### **Long service leave**

- 10.43. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 10.44. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 10.40 of this Agreement.

#### **Cultural, ceremonial and NAIDOC leave**

##### *NAIDOC leave*

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

##### *First Nations ceremonial leave*

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

#### *Cultural leave*

- 10.51. ANSTO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 10.52. ANSTO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 10.53. Cultural leave can be taken as part days.
- 10.54. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under 10.47.

#### **Parental Leave**

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

#### *Payment during parental leave*

- 10.59. An employee is entitled to parental leave with pay as per clauses 10.61 and 10.62 below within the parental leave period. Any further parental leave during the parental leave

period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.

10.60. Employees newly engaged in ANSTO are eligible for the paid parental leave in clauses 10.61 and 10.62 where such paid leave has not already been provided by an APS agency or other Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 10.61 and 10.62, the balance is available to the employee.

10.61. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

Table 1: Primary caregivers - circumstances for paid parental leave

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

10.62. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 2 below.

Table 2: Secondary caregivers - circumstances for paid parental leave

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

10.63. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period

and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.

- 10.64. **Rate of payment:** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- 10.65. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

*Adoption and long-term foster care*

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

*Stillbirth*

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

*Pregnancy loss leave*

- 10.70. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

- 10.71. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

*Premature birth leave*

- 10.72. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

*Transitional provisions*

- 10.73. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 10.72 until after the legislated paid maternity leave is used.

*Return to work*

- 10.74. When an employee returns to work after a period of parental leave, ANSTO will place the employee in the position they held before they commenced parental leave, unless:
- 10.74.1. they were transferred to another job because of pregnancy, in which case, the employee will be placed in the position they held immediately before the transfer; or
  - 10.74.2. the position no longer exists, in which case, ANSTO will place the employee in an available position for which the employee is qualified and suited nearest in status and remuneration to the pre-parental leave position.

*Access to part-time employment*

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

*Access to 'keeping in touch' days during unpaid parental leave*

- 10.76. Keeping in touch days may be agreed to by ANSTO, subject to the provisions of s79A of the FW Act, which must be read in conjunction with clause 10.77.
- 10.77. An employee on 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:
- 10.77.1. if the employee extends their period of unpaid parental leave beyond 12 months, they may access up to an additional 10 keeping in touch days;
  - 10.77.2. keeping in touch days are an agreement between the employee and their Manager;

- 10.77.3. keeping in touch days do not extend the approved period of unpaid leave;
- 10.77.4. an employee will be paid on a 'keeping in touch' day for the hours worked on that day; and
- 10.77.5. 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.

### **Compassionate Leave**

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

### **Bereavement leave**

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

### **Emergency response leave**

- 10.86. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
  - 10.86.1. the time engaged in the activity;

- 10.86.2. reasonable travelling time; and
- 10.86.3. reasonable recovery time.
- 10.87. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. ANSTO may provide additional emergency response leave with pay.
- 10.88. Paid leave may be refused where the employee's role is essential to ANSTO's response to the emergency, or where approval would impact on ANSTO's ability to maintain critical operations.
- 10.89. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 10.90. ANSTO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 10.91. Emergency response leave, with or without pay, will count as service.

#### **Jury duty**

- 10.92. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 10.93. Full- and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
  - 10.93.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 10.94. The employee is required to inform their Manager with reasonable notice before they are released from duty and provide evidence of the need to attend, and of having attended, for jury duty.
- 10.95. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to ANSTO for the period of absence. This will be administered in accordance with the overpayments clauses.
- 10.96. An employee will be reimbursed reasonable expenses incurred by the employee while attending court to act as a juror.

#### **Defence reservist leave**

- 10.97. ANSTO will give an employee leave with or without pay to undertake:
  - 10.97.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and

- 10.97.2. Australian Defence Force Cadet obligations.
- 10.98. An employee who is a Defence Reservist can take leave with pay for:
  - 10.98.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 10.98.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 10.99. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 10.100. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
  - 10.100.1. Australian Navy Cadets;
  - 10.100.2. Australian Army Cadets; and
  - 10.100.3. Australian Air Force Cadets.
- 10.101. In addition to the entitlement at clause 10.98, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- 10.102. Paid defence reservist leave counts for service.
- 10.103. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 10.104. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 10.105. An employee will not need to pay their tax free ADF Reserve salary to ANSTO for any reason.

**Other Defence-related leave**

- 10.106. Management will grant leave of absence to an employee to enable that employee to engage in:
  - 10.106.1. service in time of war as a member of the ADF for the purposes of defence;
  - 10.106.2. 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;
  - 10.106.3. continuous full time service as a member of the ADF not exceeding 4 years duration, for which an officer or employee has volunteered;
  - 10.106.4. annual training as a member of the ADF; and/or

- 10.106.5. attendance at a school, class or course of instruction conducted for the training of members of the ADF.
- 10.107. In this clause the expressions "time of war" and "war" have the same meanings as those expressions have in the *Defence Act 1903*.
- 10.108. 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.
- 10.109. Leave shall not be granted beyond the date on which the services of an employee would have been terminated but for that leave.
- 10.110. Leave of absence granted under this clause shall be without pay except as provided in clauses 10.106.1 and 10.106.2 above, where the absence will be on full salary for the first 14 days and without pay thereafter.
- 10.111. 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 annual leave.

#### **Defence service sick leave**

- 10.112. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- 10.112.1. warlike service; or
  - 10.112.2. non-warlike service.
- 10.113. An eligible employee can get 2 types of credits:
- 10.113.1. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 10.113.1.1. they start employment with ANSTO; or
    - 10.113.1.2. DVA certifies the condition; and
  - 10.113.2. an annual credit of 3 weeks (15 days) defence service sick leave.
- 10.114. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 10.115. Unused annual credits can be built up to 9 weeks.
- 10.116. An employee cannot use annual credits until the initial credit is exhausted.

10.117. Defence service sick leave is paid and counts as service for all purposes.

#### **Leave to attend proceedings**

10.118. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.

10.119. An employee who is not covered under clause 10.118, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and ANSTO.

10.120. An employee may otherwise be granted paid or unpaid miscellaneous leave by ANSTO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or Managed Time.

10.121. ANSTO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

#### **Unsuccessful Election Candidates**

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

## **11. Employee support and workplace culture**

### **Blood donation**

- 11.1. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets with the prior approval of their Manager, which will not be unreasonably withheld. It includes reasonable travel time and employers will consider employees on duty.
- 11.2. At the request of their Manager, the employee must provide reasonable evidence of the donation.

### **Vaccinations**

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

### **Employee Assistance Program**

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

### **Safe, respectful and inclusive workplaces**

- 11.6. 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, sex discrimination, sexual harassment, sex-based harassment, a workplace environment that is hostile on the ground of sex, victimisation and unsafe work practices, including psychosocial hazards such as excessive workloads and excessive working hours.
- 11.7. The parties to this Agreement share an ongoing commitment to promote and facilitate continuous improvement in the work, health and safety and welfare of all employees, contractors, customers and visitors, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.
- 11.8. It is a fundamental requirement for ANSTO and all employees to meet their work health and safety obligations, including by complying with all related ANSTO policies and legislative requirements. This includes but is not limited to policies and legislation in relation to:
  - 11.8.1. Work, Health and Safety;
  - 11.8.2. Code of Conduct;

- 11.8.3. bullying and harassment;
  - 11.8.4. anti-discrimination; and
  - 11.8.5. change management.
- 11.9. ANSTO is also committed to measures to create a more inclusive workplace that supports and improves equity and diversity, including neurodiversity and diversity in age, disability, culture, sex, gender, and race.
- 11.10. ANSTO is committed to promoting diversity among its workforce and recognises that flexibility and reasonable adjustments might be required to accommodate employees with different backgrounds and/or disability.
- 11.11. It is an expectation of all employees to support the initiatives adopted by ANSTO, from time to time, to achieve improved outcomes.

#### **Family and domestic violence support**

- 11.12. ANSTO will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 11.13. ANSTO recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 11.14. Family and domestic violence support, including paid leave, are available to all employees covered by this Agreement.
- 11.15. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 11.15.1. illness or injury affecting the employee resulting from family and domestic violence;
  - 11.15.2. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 11.15.3. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 11.15.4. making arrangements for the employee's safety, or the safety of a close relative;
  - 11.15.5. accessing alternative accommodation;
  - 11.15.6. accessing police services;

- 11.15.7. attending court hearings;
  - 11.15.8. attending counselling; and
  - 11.15.9. attending appointments with medical, financial or legal professionals.
- 11.16. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 11.17. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- 11.18. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 11.19. Paid miscellaneous leave available under this clause is paid for ongoing and fixed term employees at their full rate as if they were at work.
- 11.20. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 11.21. Evidence may be requested to support ANSTO in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence ANSTO will require, unless the employee chooses to provide another form of evidence.
- 11.22. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 11.23. ANSTO will take all reasonable measures to treat information relating to family and domestic violence confidentially. ANSTO will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps ANSTO may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 11.24. Where ANSTO needs to disclose confidential information for purposes identified in clause 11.23, where it is possible ANSTO will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 11.25. ANSTO will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 11.26. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their Bandwidth or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.

- 11.27. ANSTO will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 11.28. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

### **Integrity at ANSTO**

- 11.29. Consistent with ANSTO's Code of Conduct, all employees are required 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 legislation, determinations, policy and instructions from government and compliance with ANSTO policy, instructions and directions, including in relation to research integrity.
- 11.30. ANSTO understands that procedural fairness is essential in building and maintaining trust with its employees, and that it requires fair and impartial processes for employees affected by ANSTO's decisions.
- 11.31. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the ANSTO Code of Conduct.

### **First Nations cultural competency training**

- 11.32. ANSTO will take reasonable steps to offer Band 7 to Band 10 employees First Nations cultural competency training within a reasonable period after liaising with the Mob Working Group about the implementation of the training and sourcing an appropriate provider to present the training.

### **Lactation and breastfeeding support**

- 11.33. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities. This clause is supported by the flexible working arrangements provided for under this Agreement.
- 11.34. ANSTO will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 11.35. In considering whether a space is appropriate, ANSTO should consider whether:
- 11.34.1. there is access to refrigeration;
  - 11.34.2. the space is lockable; and
  - 11.34.3. there are facilities needed for expressing, such as appropriate seating.
- 11.35. Where it is not practicable for an ANSTO site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

- 11.36. ANSTO will facilitate discussion between individual employees and their Managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 11.37. The Manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
- 11.38. Further information is available in policy.

**Disaster support**

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

## 12. MANAGING UNDER-PERFORMANCE

- 12.1. These processes for managing under-performance apply to employees other than employees on probation.
- 12.2. Before any formal Performance Management Process can begin, the employee and Manager must have had a 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, the Formal Performance Management Process below will begin. For further information, see AP-6901 ANSTO Performance Management Process procedure.
- 12.3. The Formal Performance Management Process 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.
- 12.4. Where successful improvement is achieved against the criteria set out in a Performance Management Plan (PMP) developed as part of the Formal Performance Management Process, the employee will exit the Formal Performance Management Process. Where improvement is not being achieved, the Formal Performance Management Process 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.
- 12.5. A PMP identifies areas of underperformance and develops strategies for improving the performance to the required standard. A Formal Performance Management Process can be initiated at any time during the APEA per Part 7 of this Agreement.
- 12.6. Where an employee is subject to a Formal Performance Management Process, the employee's APEA objectives will remain in place and no new objectives will be discussed or set until the process is concluded.
- 12.7. Where an employee's performance is no longer effective because of significant structural/technological changes, the provisions of the redeployment, retraining and redundancy process set out in Part 14 of this Agreement apply.

### Formal Performance Management Process

#### *Step 1 (Plan)*

- 12.8. The Manager will meet with the employee and discuss any performance related concerns. At that meeting a PMP will be documented. The PMP will address the specific work issues and will have a definite time frame. The Manager will assist with coaching the staff member during steps 1 and 2.

### *Step 2 (Review) – 8 week period*

- 12.9. The Manager will monitor the employee's performance against the plan for an initial 4 week period (of the total 8 week review period).
- 12.10. Where work performance improves and the employee is on track against their work objective/s, and maintains this level of performance for a further 4 weeks, the Formal Performance Management process will end after the 8 week total review period.
- 12.11. Where work performance does not improve and the employee is not on track against their documented work objective/s at the end of the 8 week period, the employee will be coached in the areas for improvement and the two-up manager will be advised, and the process will progress to step 3.

### *Step 3 (Counsel) – 4 week Period*

- 12.12. In the case of under-performance after 8 weeks, the two-up 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 two-up manager will issue a formal notice to the employee with a final 4 week period to address their under-performance/behaviour.

### *Step 4 (Action to address continued underperformance)*

- 12.13. At the conclusion of the final 4 week period, where performance or work behaviour does not meet the requirements of the PMP, action may be taken to address the continued underperformance. The action taken could be, but is not limited to:
  - 12.13.1. transfer to a different role and/or reduction in an employee's classification, or
  - 12.13.2. termination of employment.

### **Appeal**

- 12.14. An employee may appeal in relation to action taken as part of step 4, other than termination of employment, under the dispute resolution provisions in Part 2 of this Agreement.
- 12.15. If an employee considers that the ANSTO policy on Bullying and Harassment has been breached during a Formal Performance Management Process, 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.
- 12.16. The avenue for an appeal in relation to the termination of an employee following a Formal Performance Management Process will be in accordance with the FW Act.

## 13. MISCONDUCT

- 13.1. ANSTO expects that most workplace issues be resolved in normal day-to-day interactions at the local workplace level, however situations may arise where additional support for resolution is considered appropriate.
- 13.2. ANSTO encourages employees to raise alleged misconduct as soon as they become aware of it as delays in reporting may impede resolution or, where appropriate, investigation. Pathways for resolving alleged misconduct are underpinned by the following principles:
- 13.2.1. Safety – the health and wellbeing of all persons involved is paramount.
  - 13.2.2. Support – people have the right to be supported, including by a staff or union representative.
  - 13.2.3. Respect – all people involved will be treated respectfully. Where alleged misconduct is raised, it will be treated seriously.
  - 13.2.4. Fairness – the principles of natural justice and procedural fairness will apply.
  - 13.2.5. Neutrality – any conflict of interest involving any persons involved in a resolution process must be declared, all decisions must be free from bias, decision makers will act without bias or self-interest and will base their decisions on evidence that is relevant to the facts at issue.
  - 13.2.6. Timeliness – all alleged misconduct will be dealt with as efficiently and expeditiously as possible with a view to finding a resolution as soon as practicable.
  - 13.2.7. Confidentiality – any information obtained in the process will be treated confidentially and only necessary and appropriate disclosures made, noting however that the confidentiality of the person reporting alleged misconduct cannot be guaranteed in all circumstances.
- 13.3. Further information about the Misconduct Resolution process is available in AP-6907 ANSTO Misconduct Procedure (Misconduct Procedure).

### **Misconduct resolution process**

#### *Initial assessment*

- 13.4. When alleged misconduct is raised, the appropriate Manager or other ANSTO nominated person, in consultation with People Performance & Capability where appropriate, will evaluate whether the issue should be dealt with informally or formally investigated. In making this decision, regard should be had to the credibility, nature and seriousness of the allegations raised; the preference of the person raising the matter may be taken into account but will not be determinative.

#### *Risk mitigation*

- 13.5. Following an assessment of risk by ANSTO, it may determine appropriate mitigations while the matter is being considered and finalised. Appropriate mitigations may include:
- 13.5.1. reassignment of an employee or employees concerned to other duties;
  - 13.5.2. transfer of an employee or employees concerned; and
  - 13.5.3. suspension of an employee alleged to have engaged in misconduct, with or without pay.
- 13.6. Whilst a 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).

#### *Informal resolution*

- 13.7. If it is determined that the alleged misconduct should be dealt with informally, the Manager or other ANSTO nominated person will consider how best to resolve the matter and may seek the input of relevant parties as to what this may involve. Informal resolution may involve (amongst other things) coaching, guidance, mediation, and/or a warning. An employee against whom allegations have been made will be provided with an opportunity to respond to the allegations before informal resolution action is taken.

#### *Formal investigation*

- 13.8. If it is determined that alleged misconduct is to be formally investigated:
- 13.8.1. the employee against whom the allegations have been made will be provided with written notice of the allegations, the scope of the investigation and information about the investigation process;
  - 13.8.2. an investigation into the alleged misconduct will be conducted by an independent investigator (either internal or external);
  - 13.8.3. the employee will be provided an opportunity to respond to the allegations before any findings are made;
  - 13.8.4. the employee is able to have a support person present at any interview or meeting. A support person may be an employee representative;
  - 13.8.5. any support person:
    - 13.8.5.1. must not have a conflict of interest in the matter, e.g. due to the nature of their role (if an employee) or because they are a witness that may need to be separately interviewed by the investigator; and
    - 13.8.5.2. must agree to maintain confidentiality in the matter, including by executing any legal documents to this effect, as requested by ANSTO.

- 13.8.6. the appropriate Manager, or other ANSTO nominated person, after considering the investigation and the employee's response, may determine if the alleged misconduct is substantiated.

#### *Application of Penalties*

- 13.9. If misconduct is substantiated through a formal investigation process, the appropriate penalty will be determined based on the circumstances and nature of the misconduct. Where misconduct is substantiated, ANSTO may apply a range of penalties, including:

- 13.9.1. mediation;
- 13.9.2. re-training;
- 13.9.3. counselling;
- 13.9.4. warning;
- 13.9.5. admonishment/ reprimand;
- 13.9.6. re-assignment of duties;
- 13.9.7. reduction in salary;
- 13.9.8. reduction in classification; and/or
- 13.9.9. termination of employment.

- 13.10. An employee will be given an opportunity to respond to a proposal to impose a penalty before the penalty is imposed.

#### **Appeal**

- 13.11. Mechanisms available to appeal the imposition of a penalty under this clause (except termination of employment) are set out in the Misconduct Procedure.
- 13.12. Nothing in this Agreement prevents ANSTO from terminating an employee's employment without notice for serious misconduct in accordance with the FW Act.
- 13.13. Specific matters that are examples of what may constitute serious misconduct are:
  - 13.13.1. refusal to carry out a lawful and reasonable instruction that is consistent with an employee's contract of employment;
  - 13.13.2. wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
  - 13.13.3. conduct that constitutes a threat to the health, safety and welfare of other employees in ANSTO or to the general public;
  - 13.13.4. conduct that causes serious and imminent risk to the reputation, viability or profitability of ANSTO;

- 13.13.5. conduct leading to a serious breach of security;
- 13.13.6. in the course of employment the employee engages in theft, fraud or assault;
- 13.13.7. being intoxicated at work;
- 13.13.8. sexual and other forms of proscribed harassment;
- 13.13.9. inappropriate use of ANSTO facilities/equipment; or
- 13.13.10. 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 employee's 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 ANSTO's integrity and good reputation.

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

### Workplace changes and ANSTO's obligations

- 14.1. 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 ANSTO.
- 14.2. ANSTO acknowledges that, where these changes occur, it has an obligation to examine, in the first instance, redeployment and retraining of the employees affected.
- 14.3. 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:
  - 14.3.1. ANSTO has no on-going requirement for the role;
  - 14.3.2. the work no longer needs to be done;
  - 14.3.3. the amount of work is reduced and subsequently is re-organised / re-allocated amongst fewer employees;
  - 14.3.4. 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;
  - 14.3.5. ANSTO is outsourcing;
  - 14.3.6. reduction in staff numbers as a consequence of budget changes;
  - 14.3.7. where fewer staff are required for the efficient and economical working of ANSTO;
  - 14.3.8. 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; and/or
  - 14.3.9. a change occurs in ANSTO's business unit(s) which requires a reduction in staff numbers.
- 14.4. Restructuring should not be used in lieu of performance management or to artificially create a situation where an individual becomes excess.
- 14.5. ANSTO may offer retraining to an employee so they can be redeployed into a suitable position within the organisation without entering the redundancy process. Such training will be supported by ANSTO.

## Eligibility

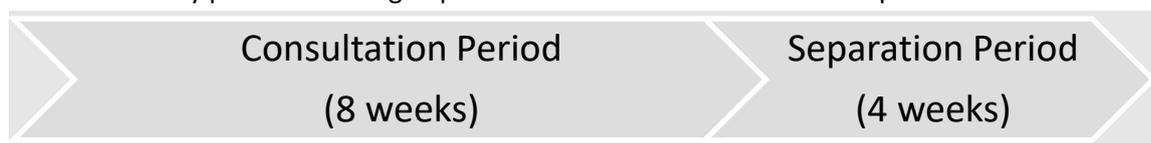
- 14.6. An employee will not be eligible for any of the Redundancy Process or any benefits under this clause 14 if the employee is:
- 14.6.1. on probation;
  - 14.6.2. employed continuously for less than 12 months;
  - 14.6.3. engaged on a casual basis; or
  - 14.6.4. engaged as an apprentice.

## Voluntary redundancy

- 14.7. ANSTO may seek expressions of interest for voluntary redundancy from an employee or group of employees at any time, including prior to or during a Redundancy Process, for purposes including to minimise the prospect of an employee or group of employees becoming excess (or potentially excess).
- 14.8. ANSTO may, at its discretion and on terms that it determines, make an offer of voluntary redundancy to an employee who has expressed interest in voluntary redundancy.
- 14.9. Where an employee is offered, and accepts, an offer of voluntary redundancy:
- 14.9.1. the employee's employment will be terminated on the ground of redundancy;
  - 14.9.2. the employee will be entitled to redundancy pay equivalent to that set out at clauses 14.34 and 14.35; and
  - 14.9.3. the employee will be entitled to notice of termination, or payment in lieu of notice of termination of employment, in accordance with clause 14.32.

## Redundancy Process

- 14.10. For further information, see the AP-6910 ANSTO Redeployment, Retraining and Redundancy Procedure.
- 14.11. The redundancy process is a staged process as set out in the Process map below:



- 14.12. Payment for a notice period (minimum of 4 weeks) is also provided for in clause 14.32.
- 14.13. The voluntary redundancy process set out in clauses 14.7 to 14.9 is separate and distinct from the Redundancy Process set out in clauses 14.10 to 14.48. The voluntary redundancy clauses do not apply unless otherwise expressly provided in the Agreement.

## Consultation Period

- 14.14. Where an employee is identified by ANSTO as being potentially excess, a Consultation Period will be commenced.
- 14.15. The primary focus of this period is retaining the employee within ANSTO. A Case Manager will be assigned for this purpose.
- 14.16. Where decisions are made which result in an employee being potentially excess, 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).
- 14.16.1. 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.
- 14.16.2. 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.
- 14.17. During the Consultation Period, ANSTO will not advance a recruitment process to fill any vacancy unless it has considered whether the vacancy is a suitable position for redeployment and/or retraining of an employee(s) who is potentially excess.
- 14.18. Suitable positions:
- 14.18.1. 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;
- 14.18.2. for redeployment, are at the same band level or lower than the position of the affected employee, and are a close match for the employee's skills, qualifications and/or experience;
- 14.18.3. 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.
- 14.19. Over the course of the Consultation Period, discussions with affected employees and their chosen representatives will cover the following information:
- 14.19.1. the reasons ANSTO considers employees are potentially excess to requirements;

- 14.19.2. the number and roles of the potentially excess employees;
  - 14.19.3. any likely effect on remaining employees;
  - 14.19.4. measures that were considered or might be taken to remove or reduce the incidence of employees becoming excess;
  - 14.19.5. redeployment/retraining prospects for the employees concerned;
  - 14.19.6. the method of identifying employees as excess, having regard to the efficient and economical working of the ANSTO and the relative efficiency of employees; and
  - 14.19.7. potential roles which may arise from the project planning process, forecast retirements, vacant roles and/or other structural changes where appropriate.
- 14.20. When a suitable position is identified by the Case Manager, the affected employee may be redeployed to the position.
- 14.20.1. Where multiple suitable positions are available, preference will be given to the affected employee for a period of 1 week.
  - 14.20.2. 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.
- 14.21. 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.
- 14.22. 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.
- 14.22.1. 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.
- 14.23. The Consultation Period ceases when the affected employee is successfully redeployed into a suitable position, or at the end of eight weeks or a shorter period if the employee requests to end the Consultation Period early and ANSTO agrees.

### **Separation Period**

- 14.24. If a suitable redeployment is not found by the end of the Consultation Period, the employee will be notified in writing that they are excess to ANSTO's requirements and that they have a four-week Separation Period in which to nominate a cessation date.

- 14.25. If the employee nominates a cessation date during the Separation Period, the un-used portion of the Separation Period will be paid out to the employee.
- 14.26. If the employee does not nominate a cessation date, the cessation date will be the last day of the Separation Period.
- 14.27. An employee will be entitled to reasonable time off with full pay during the Separation Period to attend necessary employment interviews, from the date they are advised they are an excess employee.
- 14.28. 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.
- 14.29. At any time during the Separation Period the employee may elect to activate the retention provision in clauses 14.43 to 14.44.

**Redundancy Payments**

- 14.30. Employees who do not elect to activate the retention provision in clauses 14.43 to 14.44 will be entitled to a total maximum payment with respect to redundancy of 57 weeks, payable in the next pay period following their cessation date, made up of the following payments set out in clauses 14.31 to 14.35 below.

*Payment for Separation Period*

- 14.31. 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 14.24 to 14.25.

*Payment for Notice Period*

- 14.32. For the purposes of redundancy only, all eligible employees regardless of years of service will be entitled to four weeks’ notice of termination of employment, or payment in lieu of notice. The 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.
- 14.33. Employees who elect to work their notice period under clause 14.32 only receive payment for any unworked portion of the notice period. Employees who elect for a retention period will generally be provided with notice of termination of employment and not payment in lieu of notice.

*Redundancy Pay*

- 14.34. Entitlement to redundancy pay will be as follows:

<b>Period of service as per clauses 14.37-14.38</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.

14.35. Redundancy pay is capped at 48 weeks' salary, i.e. for an employee with 24 years of service or greater.

### Calculation of Payments

#### *Pro rata Entitlement*

14.36. 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

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

14.37.1. service as an ANSTO employee;

14.37.2. service in a Commonwealth agency or Department;

14.37.3. service which has otherwise been recognised by ANSTO under clause 3.18 or 3.19;

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

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

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

14.38.1. retrenchment;

14.38.2. retirement on grounds of invalidity;

14.38.3. inefficiency or loss of qualifications;

14.38.4. forfeiture of office;

14.38.5. dismissal;

14.38.6. termination of probation appointment for reasons of unsatisfactory service; or

- 14.38.7. 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*

- 14.39. 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*

- 14.40. 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**

- 14.41. Any entitlement calculated under clause 14.30 will include:
- 14.41.1. Salary: the employees full time salary, adjusted on a pro rata basis for periods of part time service;
  - 14.41.2. 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
  - 14.41.3. Shift loadings: these are to be included in salary where the employee has undertaken shift work and is entitled to shift loadings 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 loadings 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**

- 14.42. 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**

- 14.43. An excess employee, with more than three years' service, may seek to activate this retention provision at any time during the Separation Period.
- 14.44. An excess employee may elect to be retained in employment for the applicable redundancy pay period as set out in 14.34, less the period of NES redundancy pay (Retention Period).

*During the Retention Period*

- 14.45. ANSTO will continue to take reasonable steps to find a suitable position for the excess employee.
- 14.46. 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*

- 14.47. Where an employee remains excess at the expiration of the Retention Period, their employment will be terminated on the basis of redundancy and they will receive a redundancy payment consisting of the minimum amount required by the NES only.

*Employee Nominated Cessation during Retention Period*

- 14.48. 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.

## 15. APPENDIX 1 – BASE SALARIES

### Salary Tables

Band	Level	Pre- Agreement	29-Apr-24 4.0%	29-Apr-25 3.8%	29-Apr-26 3.4%
<b>1</b>	Level 1	\$52,761	\$54,871	\$56,956	\$58,893
	Level 2	\$54,318	\$56,491	\$58,638	\$60,632
<b>2</b>	Level 1	\$55,896	\$58,132	\$60,341	\$62,393
	Level 2	\$57,534	\$59,835	\$62,109	\$64,221
	Level 3	\$59,212	\$61,580	\$63,920	\$66,093
	Level 4	\$60,948	\$63,386	\$65,795	\$68,032
	Level 5	\$62,742	\$65,252	\$67,732	\$70,035
<b>3</b>	Level 1	\$67,318	\$70,011	\$72,671	\$75,142
	Level 2	\$69,292	\$72,064	\$74,802	\$77,345
	Level 3	\$71,332	\$74,185	\$77,004	\$79,622
	Level 4	\$73,423	\$76,360	\$79,262	\$81,957
	Level 5	\$75,587	\$78,610	\$81,597	\$84,371
<b>4</b>	Level 1	\$77,817	\$80,930	\$84,005	\$86,861
	Level 2	\$80,105	\$83,309	\$86,475	\$89,415
	Level 3	\$82,466	\$85,765	\$89,024	\$92,051
	Level 4	\$84,901	\$88,297	\$91,652	\$94,768
	Level 5	\$87,411	\$90,907	\$94,361	\$97,569
<b>5</b>	Level 1	\$89,987	\$93,586	\$97,142	\$100,445
	Level 2	\$92,638	\$96,344	\$100,005	\$103,405
	Level 3	\$95,376	\$99,191	\$102,960	\$106,461
	Level 4	\$98,200	\$102,128	\$106,009	\$109,613
	Level 5	\$101,031	\$105,072	\$109,065	\$112,773

Band	Level	Pre-Agreement	29-Apr-24	29-Apr-25	29-Apr-26
			4.0%	3.8%	3.4%

<b>6</b>	Level 1	\$107,184	\$111,471	\$115,707	\$119,641
	Level 2	\$110,353	\$114,767	\$119,128	\$123,178
	Level 3	\$113,627	\$118,172	\$122,663	\$126,834
	Level 4	\$116,895	\$121,571	\$126,191	\$130,481
	Level 5	\$120,259	\$125,069	\$129,822	\$134,236

<b>7</b>	Level 1	\$124,038	\$129,000	\$133,902	\$138,455
	Level 2	\$127,706	\$132,814	\$137,861	\$142,548
	Level 3	\$131,500	\$136,760	\$141,957	\$146,784
	Level 4	\$134,796	\$140,188	\$145,515	\$150,463
	Level 5	\$138,839	\$144,393	\$149,880	\$154,976

<b>8</b>	Level 1	\$143,563	\$149,306	\$154,980	\$160,249
	Level 2	\$148,529	\$154,470	\$160,340	\$165,792
	Level 3	\$152,945	\$159,063	\$165,107	\$170,721
	Level 4	\$157,490	\$163,790	\$170,014	\$175,794
	Level 5	\$161,410	\$167,866	\$174,245	\$180,169

<b>9</b>	Level 1	\$161,410	\$167,866	\$174,245	\$180,169
	Level 2	-	-	-	-
	Level 3	-	-	-	-
	Level 4	-	-	-	-
	Level 5	\$210,181	\$218,588	\$226,894	\$234,608

<b>10</b>	Level 1	\$216,442	\$225,100	\$233,654	\$241,598
	Level 2	-	-	-	-
	Level 3	-	-	-	-
	Level 4	-	-	-	-
	Level 5	\$250,697	\$260,725	\$270,633	\$279,835

Signatures of Parties Bound: