

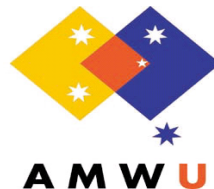


Australian Government



## Australian Nuclear Science and Technology Organisation (ANSTO)

Enterprise Agreement 2009 - 2011



# Table of Contents

<b>CLAUSE NO</b>	<b>CLAUSE NAME</b>	<b>PAGE NO</b>
<b>1</b>	<b>SCOPE OF AGREEMENT</b>	<b>6</b>
1.1	Operation	6
1.2	Aim of Agreement	6
1.3	Renewal of Agreement	7
1.4	Parties Bound	7
1.5	Application	7
1.6	Relationship with other Instruments	7
1.7	Variation of Agreement	8
1.8	No Extra Claims	8
1.9	Definitions	8
<b>2.</b>	<b>EMPLOYMENT AT ANSTO</b>	<b>9</b>
2.1	Engagement of Employees	9
2.2	Part-time Employment	10
2.3	Apprentices	11
2.4	Casual Employment	11
2.5	Temporary Employment	12
2.6	Individual Contracts	12
2.7	Probation	12
2.8	Recognition of Prior Government Employment	12
2.9	Performance of Duties	13
2.10	Transfer	13
2.11	Secondment	13
2.12	Training Opportunities	14
	2.12.1 All ANSTO Employees	14
	2.12.2 Pathways Training Programs	14
2.13	Cessation of Employment	14
<b>3.</b>	<b>WORKING HOURS</b>	<b>15</b>
3.1	Hours of Duty	15
3.2	Flexible Working Hours	15
	3.2.1 Manager Responsibility	15
	3.2.2 Employee Responsibility	16
	3.2.3 Bandwidth and Core Time	16
	3.2.4 Meal Breaks	16
	3.2.5 Carry over flex credits and debits	16
	3.2.6 Core Time Leave	16
	3.2.7 Local Agreements	17
	3.2.8 Overtime	17
	3.2.9 Working a Standard Day	17
3.3	Managed Time	17
3.4	Overtime	18
	3.4.1 "Normal" Overtime	18
	3.4.2 Sunday Overtime	18
	3.4.3 Overtime on a Public Holiday	19
	3.4.4 Emergency Duty	19
3.5	Public Holidays	19
3.6	Shift Work	20
	3.6.1 Shift Loading – Normal Shift	20
	3.6.2 Payment of loading during recreation leave	20
	3.6.3 Saturday ordinary duty	20
	3.6.4 Saturday overtime	20
	3.6.5 Sunday ordinary duty	20
	3.6.6 Public Holiday shift duty	20
	3.6.7 Shiftwork Hours of duty	20
	3.6.8 Rosters	22
	3.6.9 Intermittent Shift/Sporadic Shift	22

3.7	3.6.10 Cessation of Shift Work – Notice Period	22
	Overtime – Restriction Situations for Employees above	22
	Overtime Barrier	
3.8	Conscientious Objection	22
<b>4.</b>	<b>PAY AND CLASSIFICATION</b>	<b>23</b>
4.1	Remuneration Structure	23
	4.1.1 Bands 1-2	23
	4.1.2 Bands 3-7	23
	4.1.3 Bands 8-10	23
4.2	Wages and Salaries	23
4.3	Pathways – Salaries	23
	4.3.1 Vacation Students	23
	4.3.2 Year-Ind-Industry Internships	23
	4.3.3 Apprentice	23
	4.3.4 Adult Apprentice	23
	4.3.5 TAFE Trainee	24
	4.3.6 Post Graduate Student	24
	4.3.7 Graduate Internship	24
	4.3.8 Nuclear Skills Graduate	24
	4.3.9 Post-Doctoral Fellows (Post-Docs)	24
	4.3.10 Junior rates of pay	24
4.4	Classification System Review and Revision	24
4.5	Grandfather Salary Points and Extension Level	25
4.6	Superannuation Salary	25
4.7	Loss of accreditation licence	25
4.8	Incapacity	25
4.9	Supported Wages	25
4.10	Salary Sacrifice	26
4.11	Linked Positions	26
4.12	Reclassification	26
4.13	Researcher Merit Salary Increase	26
	4.13.1 General	26
	4.13.2 Definition	26
	4.13.3 Description	26
	4.13.4 Salary, Performance Steps and Superannuation	27
<b>5.</b>	<b>ALLOWANCES AND ADDITIONAL PAYMENTS</b>	<b>28</b>
5.1	Building Warden Allowance	28
5.2	Electrician Licence Allowance	28
5.3	Excess Travelling Time Payment	28
5.4	First Aid Allowance	28
5.5	Higher Duties Allowance (WAHL)	28
5.6	Incentive Bonus	29
5.7	Meal Allowance	29
5.8	NPW Radiation Allowance and Off Site Commercial Health	29
	Physics	
5.9	On Call allowance	30
5.10	Personal Allowance	30
5.11	Plumber Licence	30
5.12	Reimbursement of Travel Costs	30
5.13	Security Scanner Licence	30
5.14	Welding Licence	31

<b>6.</b>	<b>LEAVE</b>	<b>31</b>
6.1	Recreation Leave	31
	6.1.1 Deeming and compulsory taking of leave	31
	6.1.2 Reduction in Credits	32
	6.1.3 Resignation or Retirement	32
	6.1.4 Death in Office	32
	6.1.5 Effect of Sickness	32
	6.1.6 Taking of Recreation Leave	33
	6.1.7 Cashing out of Recreation Leave	33
	6.1.8 Access to Recreation Leave when Sick Leave is exhausted	33
6.2	Long Service Leave (LSL)	33
6.3	Management Approval of Leave	33
6.4	General Leave	33
	6.4.1 Carer's Leave	34
	6.4.2 Part-time Employees	34
	6.4.3 Leave Credits	34
	6.4.4 Leave Credits – Temporary Employees	35
	6.4.5 War Service	35
6.5	Leave With Pay	35
6.6	Leave Without Pay (LWOP)	35
	6.6.1 Purchased Leave	36
6.7	Bereavement leave	36
6.8	Maternity Leave	36
	6.8.1 Application	36
	6.8.2 Entitlement	37
	6.8.3 Maximum Absence	37
	6.8.4 Dates and Duration of Leave	37
	6.8.5 Rate of pay	37
	6.8.6 Eligibility	37
	6.8.7 Grant of Leave	37
	6.8.8 Entitlement to further Maternity Leave	38
	6.8.9 Return to Work	38
	6.8.10 Access to part-time employment	38
6.9	Parental Leave	38
	6.9.1 Entitlement	38
	6.9.2 Request of Extension of Leave	38
	6.9.3 Interaction between	39
6.10	Jury Leave	39
6.11	Defence Leave	39
	6.11.1 Defence Reservists Leave for Peacetime Training & Deployment	39
	6.11.2 Other Defence-related leave	39
	6.11.3 Unsuccessful Election Candidates	40
6.12	Blood Donation Leave	40
<b>7</b>	<b>PERFORMANCE AND EMPLOYEE MANAGEMENT</b>	<b>40</b>
7.1	Annual Performance Appraisal (APA)	40
7.2	Performance Management Process (PMP)	41
	7.2.1 General	41
	7.2.2 Activation of PMP	41
	7.2.3 Process	42
	7.2.4 The Objective Setting Timetable	42
	7.2.5 Appeal	42
	7.2.6 Administration	43
7.3	Breach of Employees Duty	43
	7.3.1 What Constitute a Breach of Duty	43
	7.3.2 Procedures	43
	7.3.3 Representation/Support	45
	7.3.4 Files	45

	7.3.5	Verbal Counselling	45
	7.3.6	Written Counselling	45
	7.3.7	Serious Misconduct	45
	7.3.8	Appeal	45
	7.3.9	Monitoring the Progress	46
7.4		Fitness for Duty	46
7.5		Redeployment, Retraining and Redundancy	46
	7.5.1	Obligation	46
	7.5.2	Restructuring	46
	7.5.3	Retraining	46
	7.5.4	Redundancy	47
	7.5.5	Definition of “excess employee”	47
	7.5.6	Process	47
	7.5.7	Retention Options	49
	7.5.8	Outcome of the Process (Stages 1 to 4)	49
	7.5.9	Consolidation of Payments made to Employees who are Excess (Redundancy Payments)	49
	7.5.10	Payment for Employees with more than one year of service and less than three years service	50
	7.5.11	Payment for employees with greater than three years service	50
	7.5.12	Retention in employment	50
	7.5.13	Pro-rata Entitlement	51
	7.5.14	Period of service for Redundancy purposes	51
	7.5.15	Rate of Payment – Redundancy Pay	52
	7.5.16	Seeking Employment	52
<b>8</b>		<b>WORKING TOGETHER – CONSULTATION ARRANGEMENTS</b>	<b>52</b>
8.1		Consultation	52
8.2		Occupational Health & Safety	53
8.3		Agreement Flexibility	53
8.4		Managing Work Life Balance	53
8.5		Bus Service	54
8.6		ANSTO Business Units	54
8.7		Anti-Discrimination	54
8.8		Grievance and Dispute Settlement Procedure	54
	8.8.1	Process	54
	8.8.2	Monitoring the Process	55
<b>Appendix 1</b>		Salary Table	56
		Junior Rates	56
		Apprentice Rates	56
<b>Appendix 2</b>	AP-1391	Recruitment & Selection Procedure	57
	AP-2783	Linked Positions Procedure	57
	AP-2784	Position Reclassification Procedure	57
	AP-2785	Banding Procedure	57
	AP-1641	Probation Procedure	57
	AP-2706	Annual Performance Procedure	57
	AP-2788	Band 8-10 Discretionary Salary Performance Steps	57
Signatories			58

## **1. SCOPE OF AGREEMENT**

### **1.1 Operation**

This Agreement takes effect on the date of certification, and operates for a period of 31 months. It is titled "THE AUSTRALIAN NUCLEAR SCIENCE AND TECHNOLOGY ORGANISATION ENTERPRISE AGREEMENT, 2009.

### **1.2 Aim of Agreement**

ANSTO's core values in relation to its people and its activities are:

- safety, security, honesty, openness and integrity: building trust within our organisation and with stakeholders
- innovation, collaboration and responsiveness: creating and embracing new ideas, promoting learning and development, recognising trends, understanding stakeholder needs and fostering cooperation and teamwork
- competence and professionalism: maintaining high standards of expertise and delivery to internal and external customers.

These core values are fundamental in all our activities and underpin the way we will deliver on our Strategic Directions.

This Agreement supports an environment in which all staff are:

- treated with fairness and respect
- recognised for the value they add to the organization
- considered in organisational planning and change management proposals
- given a clear understanding of their obligations to the organisation
- valued for their creativity and innovation in the context of delivering meaningful outcomes for ANSTO.

ANSTO is committed to being an employer of choice. This agreement supports that commitment by including provisions that:

- attract, retain, and reward outcome-focused and team-oriented people
- encourage development, learning and growth
- acknowledge and celebrate outstanding contributions by individuals and teams through meaningful reward mechanisms
- provide competitive salaries that recognise staff contributions and achievements
- improve management capability and the quality of management decision making, including increased transparency and accountability
- provide a healthy and safe working environment
- encourage and foster effective communication processes and dialogue between all levels of employees
- facilitate a realistic balance between work and personal responsibilities through a range of new initiatives.

The Agreement is a fundamental mechanism for supporting change and for successfully implementing ANSTO's Strategic Directions.

This Agreement has been linked to productivity improvement in the areas of

- time and attendance
- reduction in excess recreation leave
- Increase of standard core times

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

### **1.3 Renewal of Agreement**

Preliminary discussions between ANSTO, its staff and their chosen representatives, on a successor to this Agreement will commence no later than eight months before the expiry date.

### **1.4 Parties Bound**

The parties to this agreement are:

- ANSTO
- all employees whose employment is, at any time when the agreement is in operation, subject to the agreement; and
- the following registered organisations, their officers and their members:
  - Association of Professional Engineers, Scientists and Managers, Australia;
  - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
  - The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; and
  - Community and Public Sector Union.

### **1.5 Application**

This agreement applies to all persons employed under Section 24(1) of the Australian Nuclear Science and Technology Organisation (ANSTO) Act 1987.

However, except in relation to Clause 1.1 (Operation), Clause 1.4 (Parties Bound), Clause 1.5 (Application), Clause 1.6 (Relationship with other instruments), Clause 1.7 (Variation of Agreement), Clause 1.8 (No Extra Claims) and Clause 2.6 (Individual Contracts) of this agreement, this agreement does not apply in respect of persons engaged at any particular time under an individual contract of employment within the meaning of Clause 2.6 (Individual Contracts).

### **1.6 Relationship with other Instruments**

This agreement is to be read in conjunction with the Australian Nuclear Science and Technology Act 1987 and the Australian Nuclear Science and Technology Organisation (General) Award 2000 [A0555; Print S8397].

The parties acknowledge that this agreement will prevail over the Australian Nuclear Science and Technology Organisation (General) Award 2000 to the extent of any inconsistency, or to the extent that the Award deals with matters provided in this agreement. The parties further agree that no employee will be disadvantaged, in overall terms of award conditions otherwise enjoyed at the date of certification, as a result of this agreement.

This agreement operates to the complete exclusion of all previous applicable agreements certified under the Industrial Relations Act 1988 or the Workplace Relations Act 1996, including:

- Australian Nuclear Science and Technology Organisation (Enterprise Bargaining and Productivity Enhancement) Agreement 1992 (Doc K6143)
- Australian Nuclear Science and Technology Organisation (Flexible Working Hours Rationalisation) Agreement 1994 (Doc A0996)
- Australian Nuclear Science and Technology Organisation Enterprise Agreement 1995 (Doc M1256)
- Australian Nuclear Science and Technology Organisation Enterprise Agreement 1997 (Doc M1256)
- Australian Nuclear Science and Technology Organisation Enterprise Agreement, 2000 (Doc AG804604)
- Australian Nuclear Science and Technology Organisation, Enterprise Agreement, 2002 (Doc AG2003/704).
- Australian Nuclear Science and Technology Organisation, Enterprise Agreement, 2006 (AG845761).

This agreement is to be read in conjunction with ANSTO policies and procedures identified in this

agreement. Identified Policies and procedures cannot be altered unless in consultation and agreement with the ANSTO Joint Consultative Committee.

See Appendix 2 of the Enterprise Agreement for a list of identified policies and procedures.

## **1.7 Variation of Agreement**

This Agreement may only be varied in accordance with the Workplace Relations Act 1996 as in force from time to time.

## **1.8 No Extra Claims**

This agreement is in full and final settlement of all logs of claims served on ANSTO up to and including the date of certification of this Agreement.

It is agreed by the parties to this Agreement and the employees covered thereby, that up to the nominal expiry date of this Agreement, the parties and the employees will not pursue or make any extra claims for wage rises or improvements in conditions of employment.

This agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of action pursuant to s170ML of the *Workplace Relations Act 1996*.

Neither the employees nor any party to this Agreement will engage in protected action pursuant to s170ML of the *Workplace Relations Act 1996*, in relation to the performance of any work covered by this Agreement.

## **1.9 Definitions**

Definitions contained in Clause 1.9 of the Australian Nuclear Science and Technology Organisation (General) Award 2000 apply to the terms used in this agreement in the absence of another definition.

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

**“Band position”** means the position (i.e. performance step) of the band within the salary table as defined in Appendix 1 of the Enterprise Agreement.

**“Competencies”** refers to descriptions and associated standards that define the skills, knowledge and experiences required to perform work and the level at which they are to be demonstrated.

**“Consultation”** means to seek agreement through the exchange of information with a view to promoting consultative workplace relations and providing opportunities to contribute in a real and meaningful way to decisions that affect employees working life.

**“Contract”** means the contract under which the services are to be provided to ANSTO and includes contract conditions.

**“Contractor”** means a party who by the contract undertakes to render a service.

**“Employee”** means employee or officer whether full time, temporary or part time, employed under, and within the meaning of the Australian Nuclear Science and Technology Organisation Act 1987.

**“Organisation”** means the Australian Nuclear Science and Technology Organisation.

**“Overtime barrier”** means that salary point at which employees are no longer eligible for payment of overtime. The overtime barrier is a salary below the minimum salary of Band 6.

**“Pathways”** means development opportunities where there is no guarantee at the end of the program that the employee will be offered a permanent position at ANSTO. The program provides a pathway for the employee to develop future career opportunities (see Clause 2.12 Training Opportunities).

**“Performance step”** means one of a number of performance steps within a band.



**“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.

**“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.

**“Role profile”** is an expression of an employee’s role by means of a formal written profile which encompasses elements including the role title, Quadrant, Band, Reporting lines, Affinity Group/Unit, Qualifications, Experience, Purpose and Contribution to organisational objectives. The role profile specifies relevant *enabling* competencies required as well as suggested subject areas for the development of *specific discipline* competencies. It is possible that more than one employee will share the same role profile where qualifications, experience and functions are similar. Role profiles will in time be superseded by position descriptions

**“Salary band”** means the scope and range of accessible salaries the staff member can access in their current role/position.

**“Senior Officer”** means an employee at Band 6 or above.

**“Standard day”** means either the period of seven (7) hours and twenty-one (21) minutes on any week day between 8:45 am to 1:00 pm and 1:50 pm to 4:56 pm, or such other hours, as are agreed under Clause 16.5 of the ANSTO (General) Award 2000.

**“The relevant union”** means a union party to this agreement which is able under its rules, or under an order of the Commission, to enrol as a member a person or persons employed by ANSTO.

## **2. EMPLOYMENT AT ANSTO**

### **2.1 Engagement of Employees**

ANSTO may employ ongoing full-time, ongoing part-time, fixed-term, temporary or casual employees.

Fixed Term employment will not be used as a substitute for ongoing employment.

Employees may be engaged on the terms of this agreement, or on individual (common law) contracts.

ANSTO may also engage contractors and consultants as required for specific tasks and periods. ANSTO shall take all steps to ensure full and flexible utilisation of employees before any engagement of contractors and consultants. It is not intended that the use of contractors and consultants will inhibit the development opportunities of existing staff.

Pursuant to this agreement, persons may be engaged as term employees under the following circumstances:

- on a fixed term basis for an initial period of up to three years renewable once, to a maximum term of six years;
- for Cooperative Research Centre (CRC) - related projects, research grant projects or projects that require specialist expertise on a non-continuing basis, term employment may be up to six years. Additional extension within the six year period may be granted provided that the total duration of the term employment does not exceed the six year maximum.

Recruitment of employees as per the terms and conditions of the Recruitment and Selection procedure AP-1391.

## **2.2 Part-time Employment**

Part time work is an initiative for employees to have the opportunity for a good work life balance.

Part-time employees fall into two categories:

- employees engaged in specific part-time roles as originally advertised
- employees who were employed as full-time employees who convert to part-time work.

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

Part-time employees will receive a letter setting out their agreed days and hours of work. Any variation to part-time working arrangements must be agreed between the employee and ANSTO and confirmed in writing. Part time employees are required to complete a timesheet showing attendance/time details.

ANSTO and an employee may agree to short-term variations in those agreed part-time working arrangements.

Part-time arrangements are negotiated in relation to specific positions and are not automatically transferable to other positions. Any proposal to transfer may be negotiated on a case-by-case basis. Employees engaged in specific part time roles may only vary those arrangements with the specific approval of management.

Reasons for part time employment include:

- operational requirements
- training/mentoring
- discharge of personal/carer's obligations
- rehabilitation case management.

The written agreement of a full time employee must be obtained before that employee can change to an ongoing part time worker, or before that employee can be transferred to duties which entail ongoing part time work.

Where an employee is permitted to work part time at their substantive level for personal reasons, for an agreed period not exceeding 12 months, (or in the case of parental leave, see Clause 6.9 Parental Leave), that employee shall have a right to revert to full time employment at their substantive level earlier, but no later than the expiry of the agreed period, subject to discussions with management within a reasonable time frame.

Where an employee is permitted to work part time for personal reasons, for a period exceeding 12 months at the employee's substantive level, that employee has a right to revert to full time hours at the substantive level as soon as practicable after notifying management of his or her personal availability to return to full time employment.

In the circumstances where a full time employee is permitted to work part time for personal reasons for an agreed period (as above), ANSTO will, require the employee to revert to full time employment at the end of the agreed period of part time work. ANSTO will contact the employee before the end of the agreed period.

An employee who was originally employed on a full time basis can only work part time as per the written agreement and this period can only be extended with approval from the General Manager/Institute Head.

ANSTO will consider all requests for part time work from its employees as identified above. Equally, employees should understand that some positions are not suitable for part time arrangements. Where possible, alternative part-time arrangements will be sourced in circumstances where an employee requires to work part-time.

### **2.3 Apprentices**

ANSTO may employ apprentices in accordance with the Industrial and Commercial Training Act 1989 (NSW). Apprentices are not entitled to a permanent position on the completion of their apprenticeship. Apprentices nearing completion of their training may apply for vacant positions or may be offered further training opportunities depending on the operational needs of ANSTO.

The Apprenticeship Authority shall have the power to cancel or suspend indentures of Apprenticeship. The period of apprenticeship will normally be four years. ANSTO may reduce the apprenticeship by a period of time in recognition that an apprentice has relevant prior practical experience or theoretical training.

Apprentice wages are set out in Appendix 1 to this Agreement.

The ordinary hours of employment of an apprentice shall be 36¾ hours per week.

Apprentices are required to attend an approved course at a TAFE College or School and to maintain standards of performance that meet the requirements of the relevant College or School.

Apprentices will be paid for attendance at approved courses and will be reimbursed for all fees incurred in an approved course upon satisfactory completion of the course.

### **2.4 Casual Employment**

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

A casual employee shall be paid to work standard hours at an hourly rate based on:

- the appropriate salary point of one of the classifications set out in Appendix 1 of this agreement; and
- the number of ordinary hours per week worked plus a casual loading of 25 percent.

Casual employees will be paid the 25 percent on their hourly rate in lieu of leave and other benefits paid to permanent employees.

Where any other loading(s) applies, the employee will be paid the above 25 percent casual loading for each hour worked calculated using the base hourly rate, plus the additional penalty loading, also calculated using the base hourly rate for the appropriate salary point of one of the classifications set out in Appendix 1.

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.

Casual employees are not entitled to any form of paid leave.

Casual employees are not subject to the Annual Performance Appraisal system.

Casual employees are not entitled to payment for public holidays unless they are required to perform duty on the public holiday(s) in question.

Casual employees are not subject to flexible working hours (flexitime).

## **2.5 Temporary Employment**

Temporary employees are engaged on a full time or part time basis for periods up to a maximum of twelve (12) months or as per the specified arrangements agreed in the employee's employment contract.

A Temporary employee shall be paid to work standard hours at an hourly rate based on:

- The appropriate salary point of one of the classifications set out in Appendix 1 of this agreement.
- Temporary employees are subject to general leave arrangements as set out in Clause 6.4.4 of this agreement.
- Temporary employees accrue recreation leave as set out in Clause 6.4.4 of this agreement.

## **2.6 Individual Contracts**

ANSTO may enter into individual contracts of employment with staff in accordance with the provisions of this clause.

These contracts may be either fixed term or for ongoing (renewable) employment at the classification of Band 6 or above.

The terms of such contracts will not disadvantage the employee concerned, when compared with the terms of the ANSTO Award and this agreement, when viewed as a whole.

Contracts offered to ANSTO staff will specify arrangements on termination of the contract.

Any individual contract made prior to the commencement of this agreement will also have effect as if it were an individual contract made under this clause, provided that the terms of the contract do not disadvantage the employee concerned, when compared with the terms of the awards and agreements which would otherwise have applied, when viewed as a whole.

## **2.7 Probation**

ANSTO employees are required to complete a six (6) months probationary period. Probationary terms and conditions are as per the ANSTO Probation Procedure AP-1641.

## **2.8 Recognition of Prior Government Employment**

Employees may be entitled to obtain General Leave credits for time worked in other specified organisations, via:

- the Australian Public Service
- an Authority of the Commonwealth
- a State or a Territory Public Service
- a State or Territory Authority
- the Australian Defence Forces
- any other service performed in public sector employment considered appropriate by the management of ANSTO.

The prior service must be agreed between ANSTO and the employee at the time of the employee's commencement with ANSTO. A statement of agreed entitlement will be prepared as an attachment to the employment contract.

The entitlement is calculated as the amount of leave which would have accrued to the employee if the whole of that service had been service with ANSTO.

Employees who commence with ANSTO not more than two months after resigning from one of the organisations listed above may be entitled to have their ANSTO employment and immediate prior employment deemed to be continuous service. This must be agreed at the time of commencement with ANSTO and included as an attachment to the employment contract.

## **2.9 Performance of Duties**

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

The parties to this Agreement will not create barriers to the efficient and flexible allocation and performance of work, to the progression of persons in accordance with the provisions of this Agreement, or their access to training or work experience.

## **2.10 Transfer**

ANSTO may consider transferring an employee to another role or another work area for which they have the required skills and competency;

- In the interests of operational effectiveness, or
- In cases of medical fitness (as part of a rehabilitation/return to work program), and/or
- As part of the redeployment, retraining, redundancy provisions

Transfer will not be used for:

- Discipline or performance-related issues unless the transfer is an outcome of those processes. This is to be read in conjunction with Clause 2.9 Performance of Duties.
- To create situations which give rise to excess staff

Employees will be given a 14 day notice period in relation to the transfer.

## **2.11 Secondment**

ANSTO may second employees to positions elsewhere in the organisation to meet organisational requirements. Secondments are recognised as important initiatives in employee development. Secondments may also involve work at appropriate external organisations in consultation with the employee.

In the case of internal secondments, these are for a defined duration. Employees may be nominated or may express interest in secondment. Secondment positions will be described by a position description and band level. Employees who are seconded will, in the view of management, have the requisite skills and capability to undertake the seconded role. Annual Performance Assessments will occur for the seconded position and advancement within the band will occur, subject to performance.

Where a secondment occurs, management will determine whether the employee's substantive role is filled or not. At the end of the secondment, the employee will return to their substantive role at the level within the band that they would have otherwise reached.

### **Note NMC Duties**

Employees whose appointment does not include the option of working at other locations (including the NMC) will be consulted regarding any proposal requiring them to work at the NMC or vice versa. In proposing transfers or secondments involving the NMC, it is not the intention to identify employees who are not willing to change locations. Where this occurs however, steps will be taken to limit the duration of the assignment and to assist with travel.

## 2.12 Training Opportunities

### 2.12.1 All ANSTO Employees

ANSTO is committed to the development of employees. Development opportunities are identified in the areas of:

- Annual Performance Appraisal - Learning & Development needs.
- Individual Training Plans through the development process of
  - Position Profile
  - Need Analysis/Gap Analysis
  - Succession Planning/Talent Management
- Education – Internal training courses; studies through educational institutions
- Experience – project work; secondment, working at higher duties; job rotation
- Engagement – coaching, mentoring, conferences

### 2.12.2 Pathway Training Programs

ANSTO offers a variety of “Pathway” programs. These are development opportunities where there is no guarantee at the end of the program that the incumbent will be offered a permanent position at ANSTO. The length of each program may range from a few weeks to several years. As its name implies, the program provides a pathway for the employee to future career options.

Pathway programs consists of and not limited to:

- ANSTO Graduate program
- Apprentice (including adult apprentices)
- Doctoral & Post Doctoral
- Internship
- Post Graduates
- Trainee
- Vocational
- Year-in-Industry

## 2.13 Cessation of Employment

The employment contract may be terminated by either party, subject to applicable notice periods. Notice periods may vary for different roles.

Either party may terminate the employment contract without notice during the first month of employment, or upon one week’s notice during the remainder of the probation period.

Termination of permanent employment initiated by ANSTO will be subject to the following notice periods, except in the case of summary dismissal:

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

ANSTO may elect to give pay in lieu of notice.

Employees over 45 years old will be given one additional week’s notice.

The notice of termination required to be given by an employee to ANSTO, will be the same as that required of ANSTO, save and except that there will be no additional notice based on the age of the employee concerned.

ANSTO may withhold payments from the final monies of departing employees to the extent of notice not given.

Notice is not required in the case of summary dismissal or the routine expiry of a fixed-term employment

contract.

ANSTO may deem that an employee has ceased employment if the employee is absent from duty without permission for a continuous period of four weeks. ANSTO will provide two weeks written notice of termination to the employee's last known address.

### **3. WORKING HOURS**

#### **3.1. Hours of Duty**

The ordinary hours of duty will be based on a standard day of 7 hours and 21 minutes worked between the hours of 8:45 am and 4:56 pm Monday to Friday, inclusive.

The maximum time an employee may work without taking a meal break is 5 hours.

The ordinary hours of duty for all persons other than shift workers or part time employees are 36 <sup>3</sup>/<sub>4</sub> hours per week.

This clause will be read in conjunction with Clause 3.2 (Flexible working hours) and 3.3 (Managed Time).

Staff classified at Band 6 and above are expected to use either the standard ANSTO timesheet or diary entries to record their daily attendance details.

Where for operational reasons, there is a requirement for staff to be in attendance at particular times during business hours, then local arrangements can be negotiated.

ANSTO's electronic recording system will be used for systematic and random audits of leave and attendance. Where discrepancies are identified both the employee(s) concerned and the relevant manager will be required to provide an explanation and support evidence of attendance.

#### **3.2 Flexible Working Hours – (Band 5 and below)**

Flex-time arrangements are designed to achieve greater flexibility and convenience for both individual employees and for ANSTO's operations and activities. ANSTO recognises that flex-time is important in facilitating a work life balance for its employees and undertakes that unless demonstrated operational needs require that all staff at Band 5 or below will have access to flex-time. Local arrangements that operate within the flex-time provision may be negotiated to meet operational needs from time to time.

Part-time and shift employees are not entitled to Flexible Working arrangements.

Employees above the overtime barrier are not covered by Flex-time arrangements.

Flexible working hours provide for employees to vary their start, finish or break times within an agreed bandwidth. The times of commencement and cessation of duty, including meal breaks will be agreed between the supervisor and the employee.

An employee's attendance outside the hours of a standard day (8:45 am to 4:56 pm) shall be subject to the availability of work and the general or specific approval of the supervisor. Where safety and/or supervisory issues exist in a particular work area, then agreement between the employee and the supervisor is required for the employee to commence work before 8:00 am.

##### **3.2.1 Manager Responsibility**

- Managers have a responsibility to ensure that employees are not continuing to build excessive flex-time credits without the opportunity to access flex leave. It is important that managers and employees recognise and accept their mutual responsibility to integrate the management of working hours and leave planning, including flexitime and flex leave, into the overall approach to work planning
- Where, in the management of flex-time, management becomes aware of irregularities in attendance and/or recording, the employee will be advised and given an opportunity to explain in sufficient time to attempt to resolve the non-compliance prior to a decision being made. The

employee may seek the assistance of a staff representative of their choice.

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

### 3.2.2 Employee Responsibility

Each employee who is covered by flexitime provisions is responsible for:

- accurate recording of start and finish times, and
- accurate recording of (actual) lunch period.
- Obtaining prior approval for any leave
- Communicating clearly with the supervisor regarding attendance, work patterns and leave requirements.

### 3.2.3 Bandwidth and Core time

Standard bandwidth is from 7.00am to 7.00pm.

Standard core time for the life of this agreement are:

- 2009 - between 9.15am to 12.00pm and 2.00pm to 4.00pm
- 2010-2011 – between 9.00am to 12.00pm and 2.00pm to 4.00pm

### 3.2.4 Meal Breaks

An employee shall have an unpaid meal break within five hours of commencing. The meal break will be between 30 minutes and two hours.

### 3.2.5 Carry over flex credits and debits

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

An employee may carry over a maximum accumulated flex credit of 36 hours 45 minutes from one settlement period to the next settlement period. Where an employee has accumulated a credit in excess of the maximum flex credit at the end of a settlement period, the employee and his or her supervisor shall agree on mutually acceptable arrangements to reduce the credit to less than 36 hours 45 minutes within four settlement periods.

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.

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

Where an employee has a flex credit or debit at the time of ceasing employment, the date and time of cessation shall be adjusted to eliminate any such debit or credit.

### 3.2.6 Core Time Leave

An employee may take core time leave only with prior approval of the responsible supervisor.

In considering requests for core time leave, supervisors shall take into account:

- a reasonable assessment of workload demands, and
- the individual circumstances that require an employee's absence.

Core time leave may be used for:

- absences of one or more days, singly or consecutively, as separate



absences, or in conjunction with recreation leave

- part-day absences.

Core time leave shall not be approved if it causes an accumulated flex debit in excess of 7 hours 21 minutes.

### 3.2.7 Local Arrangements

Management, employees and their chosen representatives, may enter into local agreements on the operation of flex-time for ANSTO or part of ANSTO which vary from the conditions of this clause in relation to band width, core time or core time leave.

### 3.2.8 Overtime

Overtime conditions will not apply for duty within the bandwidth unless the duty to be performed:

- is approved as overtime beforehand by management, and
- is an unbroken “run” of duty of two hours or more before or after the commencement of the standard working day, (8:45 am to 4:56 pm), and is continuous with ordinary duty performance in accordance with this Agreement.

### 3.2.9 Working a standard day

Where management or operational requirements exist, management may after consultation with staff and their chosen representatives, require an employee to revert to the hours of a standard day for a period determined by management. Periods of approved leave shall be counted as if the hours of the standard day had been worked.

## **3.3 Managed Time for Senior Officers – (Band 6 and above)**

Managed Time provisions are designed to achieve greater flexibility and convenience for senior officers and to meet ANSTO’s operations and research needs.

### **Attendance**

Senior officers may be required to work reasonable additional hours over and above the nominal set business hours to meet ANSTO’s operational and research requirements. In response senior officers are provided the flexibility to manage their own start and finish times consistent with the required hours of service for all employees (see clause 3.1).

To facilitate a productive working environment the attendance of senior officers is subject to the following requirements:

- Where the senior officer anticipates being absent within the standard core hours, as defined in the flex-time provision (clause 3.2.3), by more than one hour they are required to inform their supervisor in advance or as soon as reasonably possible.
- Where a supervisor/manager has identified an operational or research need that would require a senior officer to be present for specific hours within the standard core hours, a Local Arrangement will be negotiated.

Local Arrangements are negotiated and a written record is kept by the senior officer and relevant supervisor/manager.

### **Time Off In Lieu**

Where for operational or research reasons, senior officers work hours outside of what would normally be described as reasonable, the manager and senior officer may agree to an arrangement to compensate the senior officer with time off in lieu, depending on the extent of the hours worked. In all cases the intent will be fairness and duty of care to the individual concerned.

Managed time is not a de facto flex-time system where small amounts of additional time worked are accumulated in order to allow a senior officer to take a day off. The system recognises that senior officers may work or travel well beyond normal hours in order to achieve work outcomes. This additional work and commitment will result in arranging time off in lieu as agreed in consultation between manager

and senior officer.

Where a senior officer has worked on a weekend to meet operational or research needs, it is reasonable to expect that senior officers take equivalent time off in lieu i.e. a day for a day.

For time in lieu of one day or more, senior officers are required to complete the standard leave form and submit to their supervisor/manager for prior approval. Where requests are denied, the senior officer will be given an explanation why.

Approved forms are to be kept by the Supervisor/Manager.

### 3.4 Overtime

#### 3.4.1 "Normal" Overtime

An employee may be required to work reasonable overtime.

Overtime will only be paid where there is prior authorisation from management. Employees graded at Band 6 and above will not normally be eligible for overtime payments except with the approval of the Chief Executive.

An employee's base salary will be used for calculation of overtime payments.

The hourly rate for overtime payment will be ascertained by applying the following formulae:

**Time and a half rate:**

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{3}{2}$$

**Double time rate:**

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{2}{1}$$

Overtime payments will be calculated using the exact time claimed.

These formulae calculate a weekly wage over six years or 313 weeks. The hourly rate is calculated using a divisor of 36.75. Time and a half and double time rates are derived by multiplying by 3/2 and 2/1 respectively.

Overtime worked Monday to Saturday will be paid overtime at the rate of time and one half for the first three hours and double time thereafter. Where overtime is not continuous with ordinary duty, the minimum payment provisions for overtime apply.

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

Part-time employees who are required to work extra time, i.e. beyond their agreed daily number of hours, will be paid at the overtime rate for that extra time. Part-time employees are subject to the same overtime provisions as full time employees.

#### 3.4.2 Sunday Overtime

Sunday overtime will be paid at double time. Where a Sunday overtime attendance is not continuous with ordinary duty, the minimum payment provisions for overtime apply.

An employee who has been required to perform Sunday overtime extending over a period equivalent to a Standard Day may choose, in consultation with and with

the approval of management, to be granted a day off with pay during one of the six days following that Sunday (or as soon as practicable thereafter). In such a case, payment for the Sunday attendance will be at the ordinary rate. This provision does not apply to part-time employees.

#### 3.4.3 Overtime on a Public Holiday

Overtime on a Public Holiday will be paid at double time and a half.

Employees (including part-time employees) will be paid a minimum of four hours for work on a Public Holiday. Employees who are on call will be paid a minimum of three hours. The minimum payment will not apply to rostered shift work where it extends into a Public Holiday. Employees on Emergency Duty will be paid a minimum of three hours at double time, but will not include travelling time. Where an employee gets called for two or more "short periods" of overtime, they will not be paid more than the total hours from commencement of the first period of overtime until the end of the last period of overtime.

#### 3.4.4 Emergency Duty

Employees who perform Emergency Duty will be paid at the rate of double time for performing that duty. The time for which payment is made will include time necessarily spent in travelling to and from duty. The minimum payment for emergency duty will be two hours at double time.

Where an employee undertakes Emergency Duty, that employee may be relieved of duty on his or her next period of ordinary duty under the following conditions:

- The period of rest is without reduction in salary.
- 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.
- Irrespective of duration, a period of rest does not extend into a second period of rostered ordinary duty.

Where an employee undertakes Emergency Duty of at least three hours duration (excluding travelling time), that person will be entitled to a rest pause of at least eight consecutive hours and reasonable travelling time in addition.

Payment will not be made for Emergency Duty where a person's ordinary hours of duty are varied in accordance with this Agreement to meet an emergency. Where a higher overtime rate applies on one of the days, the minimum payment shall be calculated at the higher rate.

### **3.5 Public Holidays**

ANSTO employees are entitled to the following public holidays:

- New Years Day
- 26 January (Australia Day)
- Good Friday and the following Saturday and Monday
- 25 April (ANZAC Day)
- the anniversary of the birthday of the Sovereign
- Labour Day
- Christmas Day
- Boxing Day
- the day following Boxing Day.

When Christmas Day, Boxing Day or New Year's Day falls on a weekend, then the next work day(s) following the weekend will be observed as the public holiday.

ANSTO employees will also observe any additional holidays declared by the NSW Government or the Commonwealth Government during the period of this agreement, which are generally observed by Commonwealth offices.

### 3.6 Shift Work

Management may require employees to work regular shift work. Prior to the implementation of a regular shift work arrangement consultation will occur with the affected employees and their chosen representatives.

#### 3.6.1 Shift Loading – Normal Shift

Employees who perform ordinary duty on a shift, any part of which falls between the hours of 6:00 pm and 6:30 am, are entitled to a loading of fifteen percent of salary for that shift.

Employees who work on a shift falling wholly between the hours of 6:00 pm and 8:00 am continuously for more than four weeks are entitled to a loading of thirty percent of salary for that shift.

Shift loading will not be taken into account in the calculation of overtime or salary-based allowance calculations except where existing local agreements apply.

Shift loading will not be paid in conjunction with any other penalty or determination for the same shift.

Shift penalties will be calculated to the nearest quarter of an hour over each fortnightly period.

#### 3.6.2 Payment of loading during recreation leave

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

#### 3.6.3 Saturday ordinary duty

Rostered ordinary shift duty performed on Saturday will be paid at time and a half.

#### 3.6.4 Saturday overtime

Overtime duty performed by a shift worker on Saturday will be paid at double time.

#### 3.6.5 Sunday ordinary duty

Rostered ordinary shift duty performed between midnight on Saturday and midnight on Sunday will be paid at double time.

#### 3.6.6 Public Holiday shift duty

Ordinary shift duty and overtime performed on a public holiday will be paid at double time and a half.

#### 3.6.7 Shiftwork Hours of duty

Normal hours for shifts may be averaged over one full roster cycle. For the calculation of fortnightly earnings, the ordinary hours of work for shift workers will be 36¾ hours per week.

The ordinary hours of work for shift workers will be 36¾ hours per week, to be worked on one of the following bases:

- up to 36¾ hours within a period not exceeding seven consecutive days; or
- up to 73½ hours within a period not exceeding 14 consecutive days; or
- up to 160 hours within a period not exceeding 28 consecutive days.

Shift rosters may be written in a way that causes a greater number of hours to be worked for a week or fortnight than above.

In such cases (including some existing rosters), the additional hours are paid as overtime.

In proposing rosters, management will consult with the affected staff and their chosen representatives in reaching agreement on implementation. ANSTO, the affected employees and their chosen representatives will not unreasonably withhold agreement nor create barriers to effective operations. Discussions will occur in a timely manner.

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.

Shift workers will usually work their normal hours continuously, except for agreed breaks.

Employees are entitled to a paid meal break after five hours work. In the case of 12 hour shifts, employees will have two breaks, each of 30 minutes.

In relation to 12 hour shifts, the following arrangements apply.

- Agreed rosters must limit the number of consecutive shifts to four in a row. (excluding spare shifts).
- Following consecutive worked shifts, there must be a minimum of two days rostered off. (excluding spare shifts).
- In the event that a rostered employee is unable to attend his or her shift, then cover will be provided from the spare shift (if available) or the employee who is rostered off to fill the shift.
- All 12 hour shift workers agree to provide such relief by being reasonably available for work on their rostered days off. The work group may agree on an employee or employees to be reasonably available for a particular period. In such cases employees must share the responsibility of being available equally.
- Where an employee is called in to work on a relief basis, the employee will be paid overtime for the shift at double time.
- Overtime immediately before or after a 12 hour shift is to be avoided wherever possible. Where an employee is required to work overtime immediately before or after a 12 hour shift then the overtime must be limited so that total duration of work (shift plus overtime) does not exceed 16 hours.
- Overtime in such cases will be paid at double time for the hours worked.
- Rest pause after overtime must be 8 hours plus travel time.
- All leave taken or accrued will be converted into hours and minutes and recoded as such

#### 12 Hour Shift

"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.

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 (e.g. 12 hour shifts at weekends) and will identify Rostered Days Off (RDOs). Any difference between the total shift hours during a complete roster cycle and the required ordinary hours of  $36^{3/4}$  hours per week multiplied by the number of weeks in roster cycle will be made up by the inclusion of Spare shifts in the roster. Spare shifts will be worked during daytime on weekdays and the times will be agreed

#### Overtime

All overtime payments will be paid at double time and a maximum of 4 hours'

overtime may be worked before or after a 12 hour shift.

Meal allowances will only be payable for overtime worked and not during a rostered 12-hour shift.

#### Leave

All leave taken or accrued will be converted into an equivalent number of hours.

#### Cessation of shift work – Notice Period

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

#### 3.6.8 Rosters

Management will consult with employees and their chosen representatives prior to the introduction of shiftwork or rearrangement of shift cycles.

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

The commencing and finishing times of shifts set out in a posted shift roster may be varied by agreement or after seven days notice.

#### 3.6.9 Intermittent Shift/Sporadic Shift

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

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

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

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

### **3.7 Overtime – Restrictions Situations for Employees above Overtime Barrier**

An employee paid above the overtime barrier (Band 6 and above) may be directed to perform overtime or be available to perform extra duty outside the employee's ordinary hours of duty. Approval to pay overtime above the overtime barrier (Band 6 and above) is to be provided in writing by the General Manager/Institute Head. Normal overtime rates will apply.

### **3.8 Conscientious Objection**

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

## 4. PAY AND CLASSIFICATION

### 4.1 Remuneration Structure

#### 4.1.1 Bands 1-2

Bands 1-2 in the ANSTO salary scales have 2 performance steps per band:

- Entry
- Full Performance

#### 4.1.2 Bands 3-7

Bands 3-7 in the ANSTO salary scales have 3 performance steps per band:

- Entry
- Mid Level
- Full Performance

#### 4.1.3 Bands 8-10

The process to identify discretionary salary performance step is as per the terms and conditions of the Band 8–10 Discretionary Salary Performance Steps procedure AP-2788. This procedure is to be completed by April 2009 ready for implementation by July 2009.

### 4.2 Wages and Salaries

Employees covered by this agreement will be paid fortnightly.

Formula

The fortnightly rate of pay will be ascertained by applying the following formula:

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

Salary tables are set out in Appendix 1.

Under this agreement employees will be paid salary increases of 4.5%, 4.2% and 3.5% on the following dates:

- 4.5% on the first pay day on or after certification
- 4.2% on the first pay day on or after 1 January, 2010
- 3.5% on the first pay day on or after 1 January, 2011

### 4.3 Pathways - Salaries

#### 4.3.1 Vacation Students

Vacation students will be engaged for a period of up to 12 weeks and will be paid a fortnightly wage on a pro rata basis using a salary which is the equivalent of Band 1 entry level. Junior rates may apply.

#### 4.3.2 Year-In-Industry Internship

ANSTO participates in a Year in Industry Program with certain participating universities. As a consequence, ANSTO may offer YII internships on an annual basis.

Year in Industry Interns (YII) will be paid a fortnightly wage using a salary which is the equivalent of Band 1, entry level.

#### 4.3.3 Apprentice

The salary for a junior apprentice shall be an amount equal to the relevant age-based percentage of the salary prescribed in Appendix 1 for Band 2, entry level.

#### 4.3.4 Adult Apprentice

The salary for an adult apprentice shall be entry level Band 2 and will increase to full performance Band 2 in the following year (subject to satisfactory performance). An existing employee indentured as an adult apprentice will suffer no loss of pay as a consequence of that indenture.

#### 4.3.5 TAFE Trainee

A TAFE trainee is an employee engaged on the understanding that he or she will complete a TAFE qualification paid by ANSTO. Traineeships are term engagements. Certain traineeships are co-sponsored by Government and may require registration under the relevant program.

The salary for a TAFE Trainee will be the rate prescribed in the relevant Industry Award/Agreement or in accordance with the relevant training program advised by Government. Junior rates apply where applicable. Adult trainees will be paid the relevant adult rate.

4.3.6 Post Graduate Student

ANSTO may provide a top up scholarship for up to three years to enable a student undertaking a relevant PhD to undertake the necessary research at ANSTO under the guidance of their ANSTO PhD supervisor. The scholarship will be up to \$10,000 per annum.

4.3.7 Graduate Internship

ANSTO may engage graduates without relevant industry experience as interns to undertake work in a relevant area under the leadership of a nominated mentor or mentors. Such arrangements are term engagements for a period of one year.

4.3.8 Nuclear Skills Graduate

ANSTO may employ a university graduate in science or engineering and require that employee to undertake a nuclear related training course as part of their employment. ANSTO will meet the costs of that training which may be at ANSTO or overseas. A return of service obligation (ROSO) will apply to such employees.

4.3.9 Post-Doctoral Fellows (Post-Docs)

In the interests of supporting the development of early career researchers ANSTO employs doctoral graduates in Postdoctoral Fellowship positions (Post-Docs). Post-Docs are term employees with a salary at mid level Band 5. Salaries are adjusted each year by the relevant percentage increase applied under this agreement. Post-Docs are not subject to salary advancement via the granting of performance steps. Consistent with ANSTO's strategic directions, Post-Docs are actively encouraged to carry out independently led research that results in scientific publications or related outputs identified as innovation.

4.3.10 Junior rates of pay

Juniors are employees who are younger than 21 years of age and are employed in designated training roles and will be paid an annual salary, calculated to the nearest dollar, by applying the percentages specified in Appendix 1.

#### 4.4 Classification System Review and Revision

ANSTO uses the Mercer Job Evaluation System to describe and evaluate positions.

The parties to this agreement agree that all employees move from the previous role based classification system to the Mercer based system at their current band and performance level within that band.

**Mercer Points Table**

Band	Minimum	Midpoint	Maximum
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

Where an existing position is advertised, a Position Description will be prepared where there is an



existing Role Profile. Over time role profiles will be converted to Position Descriptions using Mercer format.

Where a new position is created and advertised, a Position Description will be prepared and the position will be evaluated and Banded using the Mercer point score.

Banding a Position Description as is per AP-2785 Banding Procedure and the Reclassification Procedure AP-2784.

#### **4.5 Grandfathered Salary Points and Extension Level**

Employees on Grandfathered and Extension salaries will be managed in conjunction with Clause 8.3 Agreement Flexibility.

#### **4.6 Superannuation Salary**

Employees who are not members of a ComSuper defined benefit superannuation schemes, will have their salary for superannuation purposes determined using ordinary time earnings (OTE). ANSTO's employer contributions will be based on OTE.

ANSTO's contribution to the PSSAP and other complying funds will be 15.4% per annum over the life of this agreement.

ANSTO's employer contribution for members of the PSS and CSS will be in accordance with fund rules.

#### **4.7 Loss of Accreditation/ Licence**

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

Any appeal against the retirement of an employee as a consequence of these provisions shall be in accordance with the provisions contained in Part VIA, Division 3, Subdivision B, Section 170CE (Application to Commission to deal with termination under this subdivision), of the *Workplace Relations Act 1996*.

#### **4.8 Incapacity**

ANSTO may reduce an employee in classification or retire an employee in circumstances where the employee is unable to perform his or her 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 Health Services Australia. An appeal in relation to salary/classification reduction may proceed in accordance with Clause 8.8 (Grievance and Dispute Settlement).

Any appeal against the retirement of an employee as a consequence of this clause shall be in accordance with the provisions contained in Part VIA, Division 3, Subdivision B, Section 170CE (Application to Commission to deal with termination under this subdivision), of the *Workplace Relations Act 1996*.

An employee who is a member of the CSS or PSS superannuation schemes cannot be retired on invalidity grounds without a certificate being issued from the relevant Superannuation scheme.

#### **4.9 Supported Wages**

Where ANSTO employs individuals who, because of a disability are unable to perform the full range of tasks required for their role, ANSTO undertakes to employ these individuals in accordance with the Commonwealth Government's support wage scheme.

#### **4.10 Salary Sacrifice**

Where an employee takes up the option of remuneration packaging on a salary sacrifice basis, the employee's salary for purposes of superannuation, severance and termination payments will be determined as if the salary sacrifice arrangements had not been in place. All costs, including any fringe benefits tax and administrative costs incurred as a result of the remuneration packaging arrangement will be met by the employee.

#### **4.11 Linked Positions**

A Linked Position is identified by a Position Description which provides employees to progress from one band to another.

Progression is based on clear, objective evidence that the employee meets specific criteria. The criteria are specified in the position description and when progression to the higher band occurs. Progression will be determined by the relevant General Manager/Institute Head in consultation with Human Resources

The process to identify Linked Positions is as per the terms and conditions of the Linked Position procedure AP-2783.

#### **4.12 Reclassification**

In certain circumstances, management or the employee may determine that the requirements and scope of a position (the work required by management) have increased, thus warranting an (upward) reclassification of that position.

In such a circumstance, an analysis of the position against the band characteristics (using the Mercer methodology), will be carried out in a timely manner and the incumbent reclassified, subject to a decision to reclassify.

The request will be considered in conjunction with ANSTO Position Reclassification Procedure AP-2784.

#### **4.13 Researcher Merit Salary Increase**

##### **4.13.1 General**

This is an arrangement whereby Researchers can submit evidence which can be judged by an expert panel to determine whether their research performance justifies a salary increase. If so that increase can be temporary or can be ongoing via a promotion to the next band level. This arrangement is open to employees who are researchers.

##### **4.13.2 Definition**

A Researcher is a person who undertakes original investigation in order to gain knowledge and understanding. A Researcher contributes to the intellectual infrastructure of subjects and disciplines, the experimental development of design or construction solutions, as well as investigations that lead to new or substantially improved materials, devices, products or processes.

##### **4.13.3 Description**

At an identified date in the year, a researcher prepares and presents an evidence portfolio to ANSTO. The portfolio will follow guidelines published by ANSTO that are based on the Research Quality Framework.

An expert panel, comprising the Heads of Institutes, Chief of Research plus a peer researcher from the relevant area of expertise under review will assess all evidence portfolios against objective criteria.

Assessment of a researcher is based on an evidence portfolio which must be open to scrutiny and formal evaluation by others in the field, subject to confidentiality arrangements. Research outputs are generally embodied in reports, publications or presentations but may also be represented in designs or devices.

It is proposed that this process will occur twice in any one year. In practice, the panel will consider all evidence portfolios in the first review and the second review will update information and/or consider new submissions.

The panel is comprised of six members. This ensures that there is consistency of approach and outcome. It provides appropriate checks and balances in relation to issues such as perceived bias or favouritism. The criteria used by the panel to evaluate research performance will follow the published guidelines.

The panel will publish its findings annually in the form of a report detailing the numbers of successful and unsuccessful applicants at each band level. Additional information, relevant to the application of the RMSI process in the proceeding period, will also be provided.

Successful researchers will receive a salary at the entry level of the next (higher) band. In special circumstances the salary may be to another (higher) step in that band.

This process is not a promotion at this stage; the researcher continues to be classified at their substantive classification while receiving a salary at the higher band level.

The researcher's research performance will be reviewed after two years separately from a review of their performance against objectives in the Annual Performance Appraisal (APA) process.

At the end of the second year, the panel will evaluate the overall research performance and make a determination that:

- the researcher's performance has been sustained and that the researcher is to be promoted to the next band above their substantive classification, or
- the researcher's performance has been such that a decision to promote can't be made, however the researcher continues to receive a salary at the higher band level, or
- the researcher's performance does not warrant payment of a salary at the higher band level and the researcher reverts to their substantive salary.

This is an ongoing process. In the case of dot point 2 above, it may transpire that the panel determines at a later review that promotion is warranted. Equally, it may be determined that performance has not been sustained and that the researcher reverts to their substantive classification or that the researcher continues to receive a higher salary without promotion being confirmed.

#### 4.13.4 Salary, Performance Steps and Superannuation

Where a researcher receives a higher salary through this process, their performance steps will be granted at that higher level subject to a positive annual performance assessment. The exception will be where the researcher is elevated to a higher salary on or after 28 February, then the following performance step in the new band will not be paid until the end of the next assessment period.

Where a researcher has received a higher salary and reverts to their substantive salary, then that salary will be adjusted to include any performance steps which would have been otherwise granted, subject to positive annual performance assessments.

Where a researcher receives a higher salary, that salary will be treated as salary for superannuation purposes.

In the case of reversion to a substantive salary from a higher salary, the higher salary may continue as the salary for superannuation purposes depending on

the rules of the superannuation fund applying in the case of each researcher.

## **5. ALLOWANCES AND ADDITIONAL PAYMENTS**

### **5.1 Building Warden Allowance**

An allowance of \$11.00 per fortnight, fixed for the life of this Agreement, will be paid where an officer is recognised as a Building Warden Allowance is payable during all periods of recreation leave, long service leave, maternity leave and paid general leave. It is an allowance for salary and superannuation purposes.

### **5.2 Electrician Licence Allowance**

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 allowance of \$130.00 per fortnight. The employee is expected to be trained and accredited in high voltage switching practice and must hold a current first aid certification. Electrician's licence allowance includes first aid recognition.

### **5.3 Excess Travelling Time Payment**

Where employees in Bands 5 or below start or finish work away from their normal place of work (i.e. at another establishment) they will be entitled to be paid for excess travel time. Excess travelling time is time in excess of travel from home to the employee's normal work location, and is paid at the normal hourly rate. Alternatively excess travel time may be accrued as flexitime.

Payment will be made when the excess time exceeds half an hour per trip. A maximum of five hours per day will be paid.

#### TRAVEL TO AND FROM THE NATIONAL MEDICAL CYCLOTRON (NMC)

Where employees in Bands 5 or below work at Lucas Heights and are required to work at the NMC, then provided the travel distance to the NMC is greater, the employee(s) will be paid one hours pay at normal time for the additional travel per trip, resulting in 2 hours additional pay per day.

Payment will be made when the excess time exceeds 15 minutes per trip. This arrangement also applies in the converse where employees normally stationed at the NMC are required to work at Lucas Heights.

### **5.4 First Aid Allowance**

An employee who holds first aid accreditation and who is the nominated first aid attendant in a work group will be paid an allowance of \$22.00 per fortnight.

### **5.5 Higher Duties Allowance (WAHL)**

Where an employee is required by management to undertake a higher level role, then the employee will be paid at the entry level of the higher classification Band. If the person acting is not required to carry out the full functions of the role then a percentage of the difference between the two roles should be considered.

A discussion confirming the arrangement will occur between ANSTO and the employee. This will be recorded in writing. It is not intended for this arrangement to continue long term.

It is not intended that WAHL be used for extended periods or to be an alternative for recruiting a replacement.

Rules applying to payments are as follows:

5.5.1 Identified position

In order for a WAHL arrangement to be implemented, a vacant position must exist and an employee is required to fill the position either in part or in full for a period of time.

5.5.2 Minimum period

The minimum period for payment acting at the higher level is 2 weeks (10 working days).

5.5.3 Approval

The acting arrangements must be approved by the relevant GM/Institute Head or Head of unit. The arrangement must be notified to Human Resources on the appropriate form prior to its commencement.

- 5.5.4 Period of Acting  
Under normal circumstances, the period should not exceed 12 months. Where it is proposed that the period exceed 12 months, then approval from the Executive is required.
- 5.5.5 Salary advancement while acting  
An employee acting at the higher level in excess of 12 months will, subject to satisfactory performance, be advanced by a performance step, where available. This also applies to partial performance situations.
- 5.5.6 Identification of employees  
The relevant GM/Institute Head or unit manager is responsible for identifying the employee(s) suitable to act at the higher level.
- 5.5.7 Rotation Considerations – Development Opportunities  
Where a WAHL situation arises and it is forecast that the period of WAHL is greater than 6 months, then management would be expected to rotate another employee or employees through the WAHL position as a development initiative.
- 5.5.8 WAHL Payment while on leave  
Where an employee is subject to WAHL and takes leave of any type, then the payment will not be made where the leave exceeds 2 weeks (10 working days) in duration.
- 5.5.9 WAHL Payment  
WAHL will be paid fortnightly as part of the normal payroll arrangements.

## **5.6 Incentive Bonus**

Employees whose performance is rated as outstanding may be given a one-off bonus payment determined by the Chief Executive. An incentive bonus may also be negotiated for projects of particular significance. This bonus will not be paid as a substitute for any consideration regarding reclassification. Bonuses may also recognize success in a relevant significant international competition. The one-off bonus payment will be paid at the conclusion of the project or period in question. There are no specific extra criteria placed on payment of an incentive bonus, rather each scenario will be determined on a case-by-case basis.

## **5.7 Meal Allowance**

Employees will be entitled to a meal allowance of \$32.00 where they are required to work outside ordinary hours through a “meal period”. There is no entitlement if employees are paid for the meal break. Agreed meal periods are:

- 7:00 am to 9:00 am
- 12:00 noon to 2:00 pm
- 6:00 pm to 7:00 pm
- midnight to 1:00 am.

## **5.8 NPW Radiation Allowance**

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.

## **5.9 On-call Allowance**

On-call employees will be entitled to an allowance of \$30.00 for each night or each day and night 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.

## **5.10 Personal Allowance**

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

- academic/scientific standing
- industry standing
- specific work performance including statutory authorisations and approvals

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

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

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

Personal allowances will not be paid as a substitute for any consideration regarding reclassification.

The following amounts will be paid as a personal allowance:

- \$3,000 per annum (Applies to any Band)
- \$5,000 per annum (Applies to Band 4 and above)
- \$10,000 per annum (Applies to Band 6 and above)
- \$15,000 per annum (Applies to Band 7 and above)

Proposals for personal allowances are made by General Manager/Institute Head, in consultation with Human Resources. Approval for payment is exercised by Manager Human Resources in consultation with the Executive.

**Payment:**

Personal allowances will be paid as salary on a fortnightly basis as part of normal payroll arrangements. The payment of a personal allowance will not be used as alternative to re-classification or advertising a position at a higher level.

**5.11 Plumber Licence**

A Plumber who is, or who may be required by management to act on a Plumber's licence during the course of his or her employment, will be paid an additional \$170.00 per fortnight. "Act on a licence" means signing of notices and assuming responsibility to relevant Authorities.

**5.12 Reimbursement of Travel Costs**

Employees required to travel on behalf of ANSTO will be reimbursed reasonable costs incurred in that travel. Management requires proof of costs.

This clause does not apply to travel to and from the usual place of work.

Conditions applying to employees travelling on ANSTO business or undertaking field work are described in ANSTO travel guidelines as varied from time to time. ANSTO will consult with employees and their chosen representatives regarding any proposed changes to the guidelines.

**5.13 Security Scanner Licence Allowance**

Employees who are trained and accredited to operate the external warehouse security scanner will be paid an allowance of \$32.00 per fortnight conditional on their operating the scanner for the period and maintaining their operating competency.

## 5.14 Welding Licence Allowance

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.

A payment of \$25 per fortnight 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.

An additional \$25 per fortnight will be paid for certain additional tickets up to a maximum of \$75 per fortnight. Those tickets must be welding process related i.e., stick, MIG, TIG and Welding Supervision. The maximum payable for holding all tickets is \$75 per fortnight.

The requirement for the licences and the requirement for the work will be determined by the relevant senior manager. Payment of the licence allowance is conditional on the employee maintaining and demonstrating competence.

## 6. LEAVE

### 6.1 Recreation Leave

Recreation leave is accrued at the rate of 1 2/3 days (equivalent to the employee's ordinary hours of duty) for each completed month of service. Part-time employees accrue recreation leave entitlements on a pro-rata basis. Temporary employees accrue leave as above.

Recreation leave:

- does not accrue for absences which do not count as service, such as leave without pay
- may be taken as it accrues
- will be taken at times agreed between ANSTO and the employee
- must be approved by the relevant manager prior to being taken
- will count as service for all purposes.

Shift workers will be entitled to an additional half a day paid leave for each Sunday or public holiday worked up to a maximum of five additional days for each calendar year. A rostered overtime shift of three hours or more commencing or ceasing on a Sunday will count in the calculation.

Where a shift worker accrues additional leave by the performance of duty on Sundays, that additional leave will be granted on the basis that a day means a shift.

Employees will be advised of their recreation leave credits on each pay slip.

An employee who suffers illness while on recreation leave may be credited with recreation leave for the period of the illness. The period of illness will be recorded as sick leave if the employee produces a medical certificate stating the duration (a minimum of one day) and nature of the illness.

#### 6.1.1 Deeming and compulsory taking of leave

Supervisors and employees acknowledge the importance of taking regular recreation leave in the context of the employees' health and in balancing work and personal life. Supervisors and employees share the responsibility for the effective management of recreation leave which includes steps to be taken to ensure that deeming of leave is avoided.

Recognising the importance of employee well being, all employees are required to take a minimum of 10 days recreation leave per year except in the employee's first year of employment. In circumstances where an employee fails to take the minimum leave, the employee will be notified and directed to go on leave at a particular date.

All employees are limited to accruing no more than 40 days recreation leave at any point in the calendar year.

When an employee reaches 35 days accrual then the employee and supervisor will be notified by HR. The employee will be advised by HR that he/she will be

required to take 5 days leave within the next three months. Where the employee has not taken steps to take leave and reaches 40 days, then the employee will be notified by HR that he/she will be deemed to be on leave for 5 days, thus reducing his/her credit to 35 days.

Employees who are shift workers can accrue 50 days before deeming action is taken. Part time employees are limited to accruing no more than 40 days at their normal part time hours and will be treated the same as full time employees in respect of excess credits.

Where previously approved leave has been denied or changed for business or operational reasons, the employee will be given an additional four months from the date of the change to discharge the excess credits and reach 35 days accrual.

#### Exceptional Circumstances

An employee seeking to accrue recreation leave for an extended period (greater than 40 days) is required to do the following:

- Provide an explanation regarding the need for the extended leave and obtain approval for the leave from their manager through the use of an ANSTO leave form which is signed and approved.
- Advise their relevant HR Adviser of the arrangement and submit the form to HR for input into SAP.

HR will then make system changes in SAP which will override messages relating to excess leave.

#### 6.1.2 Reduction in Credits

Absences which do not count for service totalling more than 22 working days per calendar year, reduce the next annual recreation leave credit by 1 2/3 days for each 22 working days absent.

#### 6.1.3 Resignation of Retirement

When an employee ceases employment with ANSTO, he or she will be paid in lieu for any outstanding recreation leave credit or entitlement that has accrued since the last crediting date.

#### 6.1.4 Death in Office

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

#### 6.1.5 Effect of Sickness

If an employee suffers sickness while on recreation leave and produces a medical certificate, or other acceptable evidence, he or she will be granted additional recreation leave equivalent to the period of sickness falling within the scheduled period of recreation leave subject to the following conditions:

- The additional period of leave shall be taken at an agreed time, subject to operational requirements.
- The absence due to illness will be recorded as General Leave and deducted from General Leave credits.
- The medical certificate or other evidence tendered indicates that General Leave for at least a day is required.



- 6.1.6 Taking of Recreation Leave  
Recreation leave will be taken at times agreed between ANSTO and the employee.
- 6.1.7 Cashing out of Recreation Leave  
An employee may apply to cash out their Recreation Leave where the employee is suffering financial hardship or for compassionate reasons, provided the employee has taken a minimum of 10 days recreation leave in the immediate 12 month period dating back from the application to cash out.
- Single cash out exercise  
Upon certification of this Agreement employees with leave credits in excess of 35 days (or 45 days for shift workers) will be required to take any excess leave by 31<sup>st</sup> March or the excess balance will be cashed out in a once-only exercise. This will occur in April 2009.
- 6.1.8 Accessing Recreation Leave when Sick Leave is exhausted  
Access to Recreation leave may be granted when all paid Sick Leave is exhausted when approved by the employee's direct manager/supervisor.

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

The provisions of the Long Service Leave (Commonwealth Employees) Act 1976 apply under this agreement. The minimum period of LSL that can be taken is seven consecutive calendar days at full pay. Otherwise, LSL in excess of seven days may be taken at half pay, provided the minimum at half pay is 14 days.

A period of LSL cannot be broken by a period of annual leave.

## **6.3 Management Approval of Leave**

The taking of Recreation Leave and Long Service Leave (LSL) is subject to management approval. For management and employees to jointly manage employment liabilities and recreation leave credits effectively, where an employee applies for LSL whilst having a credit of Recreation Leave, such that the taking of LSL would cause the Recreation Leave credit to increase further and places the employee in a situation where they are likely to be deemed to be on recreation leave, then the application for LSL may be rejected. Requests for LSL in conjunction with Recreation Leave will be considered in light of the above.

## **6.4 General Leave**

General leave is available for a variety of circumstances. The operation of this clause recognises the importance of those circumstances to the employee and relies on the integrity of the employee accessing leave for the purpose for which it is intended. General leave, which is for dealing with unforeseen circumstances (except leave for religious holidays), is based on a relationship of trust between ANSTO and its employees. Those who persistently abuse this trust may be counselled or Breach of Duty provisions initiated if no justification for the use of General Leave can be established. If a pattern of General Leave identifies abuse of the leave system, action can be taken to rectify problem in consultation with the employee. Consistent abuse of general leave or failure to make reasonable attempts to notify will incur disciplinary action.

Management may approve employee leave due to the employee's:

- illness
- need to take care of an immediate family member (carer's leave)
- need to conduct urgent personal matters (personal emergency leave)
- observance of ceremonial, cultural or religious celebrations (cultural leave)
- attendance at a funeral of a person not defined as an immediate family member (funeral leave)

Where an employee is unable to attend for duty, the employee must notify management prior to 9.30am, or as soon as practicable. In the case of shift workers the employee must notify management prior to the start of their next shift.

General Leave must be formally applied for, if possible, prior to commencement of the absence, or as

soon as possible after the absence has commenced. Applications must state the reason for absence and expected duration, and include relevant supporting documents where they are reasonably available. Employees may be granted leave without production of a medical certificate for up to seven days (or the equivalent number of hours of duty) in any general leave year.

Leave of more than three consecutive days due to illness will not be granted unless supported by a medical certificate.

Employee's who take more than five consecutive days General Leave or more than 3 consecutive days off for a workplace injury are to report to ANSTO's Medical Centre for clearance to return to work. If an appointment cannot be made on the day of return from illness, then the employee can return to work, but must attend the first available appointment. The Application for Leave form will signed by the Medical Centre clearing the employee to return to work.

#### Maximum period of Leave

The maximum period allowable in respect of any continuous absence through illness or incapacity shall be 52 weeks with pay and 78 weeks with and without pay. Leave of absence due to illness beyond 78 weeks will be treated as if the employee has been granted additional sick leave without pay, subject to the production of satisfactory medical evidence. Such a period of leave without pay taken under this subparagraph does not count as service for any purpose. As such no accrual of any form of leave entitlement occurs past 78 weeks.

#### 6.4.1 Carer's Leave

Carer's leave is primarily granted in order that short term and/or occasional care can be provided while longer term arrangements are being made. For periods longer than three consecutive days an application for carer's leave should be supported by a certificate from a recognised health provider indicating the illness suffered and the period of leave required. ANSTO recognises its obligations as a compassionate employer and applications for extended periods of carer's leave (more than three weeks) can be made to the relevant GM/HOI and will be considered on a case by case basis. Such applications will be treated in confidence and should be supported by documentation that describes the nature of the illness, its prognosis and the reasons why the extended leave is required.

#### 6.4.2 Part-time Employees

Part-time employees are granted General Leave on a pro-rata basis. Full-time employees converting to part-time will have accrued General Leave credits converted to an equivalent part-time accrual, and vice versa.

#### 6.4.3 Leave Credits

Employees are granted three weeks (15 standard days of 7 hours, 21 minutes) General Leave on appointment. A further three weeks General Leave is credited at the completion of each 12 months continuous service. General Leave credits are not available on a pro-rata basis as they accrue.

Management may grant additional General Leave to an employee on full pay, to the extent of one year's credit, in anticipation of his or her credit next accruing. General leave taken in anticipation of future accrual will be deducted from final monies if the employee ceases employment prior to the next accrual.

An employee shall not be retired on the grounds of invalidity prior to the date upon which his or her General Leave credit is exhausted unless:

- the period of absence exceeds the maximum period for which General Leave with pay can be granted; or
- the employee consents to retirement on invalidity grounds from an earlier date.

An employee who is a member of the CSS or PSS defined benefit superannuation scheme(s) cannot be retired or have their employment terminated on the grounds of inability to perform duties because physical or mental incapacity (invalidity) unless the relevant superannuation board has

issued a certificate in writing that the employee is unable to perform their duties and is entitled to receive the appropriate retirement benefits available under the relevant scheme in accordance with superannuation legislation.

#### 6.4.4 Leave Credits – Temporary Employees

Temporary employees will be given one day of General Leave credit at the completion of each month during the first year of employment. At the end of a year of continuous employment a temporary employee will be given the same General Leave entitlements as an ongoing employee, backdated to commencement minus any leave taken.

#### 6.4.5 War Service

An employee who is a returned service person within the meaning of sub-section 5(12) of the *Veterans' Entitlements Act 1986*, in an operational area, described in item 4,5,6,7 or 8 of Schedule 2 of that act, during the time specified in that item, is eligible for special General Leave credits to cover illness or incapacity arising from war service. These credits are as follows:

- a non-accumulative credit of nine weeks
- an accumulative credit at the rate of three weeks per annum, to a maximum of nine weeks at any time.

Where an employee was granted the equivalent of General Leave with pay to cover illness or injury arising out of war service by the Commonwealth or an authority of the Commonwealth, prior to his or her current period of employment with ANSTO, the periods of such paid General Leave shall be deducted from the special credits provided for in this sub-paragraph.

The credits specified in this sub-clause may be applied to cover absence due to illness or injury arising out of war service, or due to tuberculosis not arising out of war service, in respect of which a pension is being paid under relevant legislation.

An employee applying for a grant of leave from his or her special General Leave credits should:

- produce a certificate from a medical employee of the Department of Veterans' Affairs or a Repatriation Institution, as evidence that the illness or injury necessitating the absence was the result of war service or tuberculosis accepted under relevant legislation; or
- produce a certificate given by a private medical practitioner that the employee's incapacity was due to accepted war caused disability.

If an employee exhausts his or her special credits, any further leave required may be granted from the employee's normal General Leave credits.

### **6.5 Leave with Pay**

Management may grant employees additional leave with pay for purposes and subject to conditions that are determined by the Chief Executive.

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

Management may grant an employee leave without pay for a period of up to one year. Leave without pay may count as service where there is an organisational benefit.

Approved leave without pay will not break an employee's continuity of employment.

Where an employee applies for leave without pay to hold a full time position with another organisation, such as the IAEA, a university, an employer or employee organisation, then the approved period of leave may extend for the term the position is held.

#### 6.6.1 Purchased Leave

Employees should recognise that Purchased Leave is in effect, a form of leave without pay.

An employee may seek the agreement of their Institute Head or General Manager for up to 6 weeks Purchased Leave in a given 12 month period under the following conditions:

- An employee cannot apply for Purchase when they have forty (40) plus Recreation Leave Days
- Approval to purchase additional leave is subject to both the operational requirements of the workplace and the personal responsibilities of the employee.
- The approving manager must be satisfied that there will be no disruption to the working of the area concerned.
- The employee is not in a position where they would be subject to deeming during the twelve (12) months in question.
- The duties of the employee taking leave must be capable of being reallocated to other Division/project employees.
- Employees may commence participation in purchased leave arrangements from the beginning of each quarter in the year. Alternative commencement dates will be permitted either by agreement of the employee and ANSTO or if the employee experiences unforeseen personal circumstances.
- The remaining salary (for the calendar year or financial year) of the employee taking the six weeks leave without pay will be averaged over the entire year.
- Purchased leave will be taken within a 12 month period from the date of commencement in the scheme. Purchased leave not taken will be forfeited and the value of the leave refunded at the end of the calendar year. For this purpose purchased leave entitlements will exhaust before normal recreation leave.
- The purchase of additional leave under this clause will not affect the superannuation obligations of the employer and/or the employee involved.
- The leave granted will count as service for all purposes.

Applications for leave under this clause may be made at any time but must be approved by the Institute Head or General Manager at least two months prior to the commencement.

#### 6.7 **Bereavement Leave**

Employees may be granted up to three days paid leave in the event of the death of an immediate family member. Bereavement leave is not deducted from Recreation Leave or General leave credits.

#### 6.8 **Maternity Leave**

##### 6.8.1 Application

Maternity leave will apply to employees covered by this agreement, to provide a measure of employment protection to employees in ANSTO employment who become pregnant, to safeguard the health of the mother in the period before and after confinement and to enable an employee to be absent for child care. For the purposes of this clause, the Act means the *Maternity Leave (Commonwealth Employees) Act 1973*.

6.8.2 Entitlement  
An eligible employee will be entitled to fourteen weeks paid leave or 28 weeks at half pay. In accordance with the Act, where an employee works part time, then the employee receives a pro rata entitlement based on hours of work.

The paid leave component cannot be extended by an application for general leave for any period within the paid component.

6.8.3 Maximum Absence  
An employee is entitled to a maximum of 52 weeks leave of absence (including the period of mandatory absence and public holidays) for each confinement.

6.8.4 Dates and Duration of Leave  
An employee may apply to ANSTO to alter the dates and/or the duration of an absence at any time provided the conditions relating to maximum absence (above) are observed and the maximum of 52 weeks is not exceeded.

The employee is required to give ANSTO ten weeks notice (prior to the estimated date of the birth) of her intention to take maternity leave.

6.8.5 Rate of pay  
The rate of pay for the period of paid absence will be calculated as for General Leave on full pay.

6.8.6 Eligibility  
To be eligible to receive paid maternity leave, an employee must have twelve months' continuous service either:

- under the Act, or
- with an authority prescribed by the Maternity Leave Regulations, or
- as a person prescribed under the Maternity Leave Regulations, or
- with an employing authority established for a public purpose by a Commonwealth statute or within the meaning of Part IV of the Act.

To be eligible for paid maternity leave, an employee must be entitled, as a condition of their employment, to sick leave.

6.8.7 Grant of Leave  
Where an employee on maternity leave applies for paid leave at any time after the expiration of the required absence, and is eligible for that leave, the application will be granted.

An employee who is pregnant is required to be absent from duty six weeks before the expected date of confinement until eight weeks after the actual date of birth of the child, unless the employee provides a doctor's certificate declaring that the employee is fit to either continue or return to duty and ANSTO gives permission in writing.

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

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

6.8.8 Entitlement to Further Maternity Leave  
Nothing in this clause prevents an employee from proceeding on further

episodes of paid or unpaid maternity leave where a subsequent pregnancy or pregnancies arise.

#### 6.8.9 Return to Work

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

- she was transferred to another job because of the pregnancy, in which case she will be placed in the position she held immediately before the transfer; or
- she began working part-time because of the pregnancy, in which case she will be placed in the position she held immediately before the part-time employment began.

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

#### 6.8.10 Access to part-time Employment

An employee returning to duty from maternity leave may, on application by the employee, be given access to part-time employment. ANSTO will make every effort to provide part-time employment.

### 6.9 **Parental Leave**

#### 6.9.1 Entitlement

After twelve months continuous service, an employee will be entitled to 10 days paid parental leave.

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

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

#### 6.9.2 Request for Extension of Leave

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

- to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;
- to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

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

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

Female employees who access maternity leave may also request parental leave under Clause 6.9 (Parental leave) in order to increase leave without pay to care

for the child.

All employees in the relationships referred to in Clauses 6.8 and 6.9 who access Parental leave for adoption purposes may also request further parental leave under this in order to increase leave without pay to care for the adoptive child.

## **6.10 Jury Leave**

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

## **6.11 Defence Leave**

### **6.11.1 Defence Reservists Leave for Peacetime Training & Deployment**

An employee will be entitled to:

- four weeks (20 working days or 28 calendar days) leave on full pay each year for Reservists undertaking Defence service
- an additional 2 weeks paid leave for Reservists' to attend recruit/initial employment retraining
- additional leave for Defence service, either on a paid, unpaid or top-up pay basis, such leave will be not unreasonably withheld
- retain their tax-free Reserve salary
- accumulate the Defence leave entitlements which can be taken over a 2 year period
- have leave taken with or without pay or on top-up pay, count as service for all purposes with the exception that a period or periods of leave without pay in excess of six months does not count as service for annual leave purposes
- continued access to other components of their remuneration package, eg. superannuation (subject to the rules of the CSS, PSS and Military Superannuation and Benefits Scheme), studies assistance, salary reviews, cars, during periods of defence service.

Defence Reservists Leave shall count as service for all purposes. ANSTO is committed to keeping Reservists who are absent from the workplace on Reserve service abreast of developments regarding agreement-making negotiations and affording them the opportunity to participate in any ballot on a proposed Certified Agreement where their employment is or will be subject to the Agreement.

### **6.11.2 Other Defence-related leave**

Management may grant leave of absence to an employee to enable that employee to engage in:

- service in time of war as a member of the Australian Defence Force (ADF) for the purposes of defence
- service as a member of a part of the ADF which has been allotted for duty in an area in which the forces of the United Nations are engaged in operations
- continuous full time service as a member of the ADF not exceeding 4 years duration, for which an officer or employee has volunteered
- annual training as a member of the ADF
- attendance at a school, class or course of instruction conducted for the training of members of the ADF.

In this clause the expressions "time of war" and "war" have the same meanings as those expressions have in the Defence Act 1903.

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.

Leave shall not be granted beyond the date on which the services of an employee would have been terminated but for that leave.

Leave of absence granted under this clause shall be without pay except as provided in dot points 1 and 2 above.

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

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

#### 6.11.3 Unsuccessful Election Candidates

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

### **6.12 Blood Donation Leave**

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

## **7. PERFORMANCE AND EMPLOYEE MANAGEMENT**

### **7.1 Annual Performance Appraisal (APA)**

ANSTO operates Annual Performance Appraisals (APA) which apply to all employees, unless specified. Guidelines apply to this process.

Participation in APA provides scope for salary movement via performance steps (either single or multiple) within a band and ensures that individual objectives align with Division/Institute and ANSTO priorities and strategic direction. Through the giving and receiving of feedback, performance discussions facilitate understanding and trust between employees and supervisors. The process also ensures that the resources employees need to do their jobs, including learning and development activities, are taken into account.

Learning and development objectives can be identified to assist employees in achieving their work objectives and fulfilling the demands of their role. Development objectives, discussions and feedback are important elements in assisting employees to grow in skills and capability.

Subject to satisfactory performance, an employee will be advanced by one performance step per assessment period until the employee reaches full performance in the respective band.

In Bands 1-7 advancement via a performance step is automatic, provided that:

1. formal performance improvement plans and /or a performance management plan have not been undertaken. Where a performance improvement plan has been instigated, a performance step will be delayed until the assessor has reported that the individual has met the required performance standards.
2. the employee has participated in the APA process to the extent that objectives have been agreed and signed off in a reasonable time frame\*.



A period of six months participation in the APA will normally be long enough to make an assessment of the employee's performance. Depending on the nature and circumstances of the situation, the HOI/GM of the division may decide that a shorter period is reasonable. This includes employees who are on probation.

In the case of outstanding performance, consideration will be given to the granting of multiple performance steps.

In Bands 8-10 employees will be subject to a more rigorous advancement conditions as set out in AP-2788 Band 8-10 Discretionary Salary Performance Steps procedure.

Participation in APA is a condition of employment under this agreement and while the process is a cooperative one, failure to participate in the APA as described above will result in the assessor completing the work objectives in question. 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. Where an employee refuses to participate in the APA process then breach of duty provisions may be implemented.

In the case where there is participation but agreement on objectives cannot be reached between an individual and his/her assessor, then the one up rule will apply and the next in line in the management chain will review and adjust the objectives as required. This may require the involvement of Human Resources and employee representation.

Note that managers and supervisors who are responsible for the completion of APA forms for subordinate staff bear the same responsibility for completion in a reasonable time frame\*. Where a supervisor fails to complete employee APA forms in a reasonable timeframe, then breach of duty provisions may be implemented. Performance steps arising from the APA process will not be processed and paid by Human Resources until completed APA forms are provided to Human Resources.

*\*A reasonable time frame would normally be by the end of September in the assessment year, i.e. two months into the assessment period, unless special circumstances prevailed.*

Satisfactory performance for the purposes of this clause means the following:

- measurable effectiveness against objectives, including work and learning objectives
- adherence to ANSTO's and other professional codes of ethics and conduct
- satisfactorily undertaking the broad requirements of the role

Management of underperformance is described in the APA guidelines published by ANSTO and in Clause 7.2 (Performance Management Process) of this agreement.

## **7.2 Performance Management Process (PMP)**

### **7.2.1 General**

The primary aim of the PMP is to assist an employee where that employee's performance has deteriorated. The mutual goal in this process is to restore normal performance.

As a result of participation in ANSTO's APA process, an employee whose performance is of concern will be the subject of a "no surprises" review and if required a subsequent performance improvement plan (or plans) aimed at addressing areas of under-performance. A "no surprises" and performance improvement plan can be undertaken at any time during the appraisal period.

### **7.2.2 Activation of PMP**

This clause is activated when the following scenarios arise:

- As a result of a "no surprises" discussion an employee's performance is identified as unsatisfactory and a performance improvement plan is implemented.
- An employee fails to meet one or more of the requirements of a performance improvement plan (individual may be required to undertake successive performance improvement plans) then a performance management plan will be implemented.

### 7.2.3

#### Process

In either scenario (above) the following steps will be taken:

##### **Step 1**

The relevant Head of Institute/General Manager will require the assessor to meet with the employee and discuss the concerns. At that meeting a final performance improvement plan will be implemented using the Employee Performance Management form. The plan will address the specific work issues and will have a definite time frame.

##### **Step 2**

The assessor will monitor the employee's performance against the plan for the period. Where work performance improves and the employee is on track against their work objective/s, the normal review process will follow. Where work performance does not improve and the employee is not on track against their documented work objective/s, the Head of Institute/General Manager will be advised.

##### **Step 3**

In the case of under-performance, the Human Resources Manager will be briefed on the process to ensure compliance. At this point it is the responsibility of the Human Resources Manager to ensure that the employee is not the subject of health or other issues beyond the employee's control. On advice that the process has been conducted in accordance with the procedures, the relevant Head of Institute/General Manager will then issue the formal notice to the employee.

Where it is determined that the process has not been followed, The Human Resources Manager will advise the Head of Institute/General Manager to rectify the matter.

##### **Step 4**

The action taken will be to either:

- transfer and/or reduce an employee in classification, or
- issue a notice of cessation.

Where an employee's performance is no longer effective because of structural/technological changes, the above action will proceed in accordance with Clause 7.5 Redeployment, Retraining and Redundancy.

### 7.2.4

#### The Objective Setting Timetable

Where an employee is subject to performance management arrangements, then the employee's objectives will remain in place for the duration of the process. This means that where the performance management process is underway when annual objective setting is occurring, (from end June), then no new objectives will be set or discussed until the original performance management process has concluded.

### 7.2.5

#### Appeal

If, during the process, an employee has grounds to claim that there has been bias, victimisation, patronage, favouritism, discrimination, including harassment, or that decisions taken by the supervisor are harsh, onerous, vexatious or unreasonable, the grievance provisions in Clause 8.8 (Grievance and Dispute Settlement Procedure) of this Agreement may be used. An appeal in relation to outcomes other than termination may be instituted under Clause 8.8, (Grievance and Dispute Settlement Procedure). Where an employee is terminated without consent, as a consequence of this clause, the avenue of appeal against the retirement decision will be in accordance with provisions contained in Part VIA, Division 3, Subdivision B, Section 170CE (Application to Commission to deal with termination under this subdivision), of the *Workplace Relations Act 1996*.

### 7.2.6

#### Administration

Where as a consequence of these provisions an employee's work performance improves to the required satisfactory standard or where no further action is taken, then working documents relating to the matter will be destroyed. Where an official file has been created regarding a matter or incident, which may contain an indication of the employee's work performance, that file will not be destroyed.

### 7.3 Breach of Employees Duty

The procedures outlined in this clause apply to all ANSTO employees who act in a manner which is inconsistent with their duty as an employee of ANSTO and provide for natural justice and procedural fairness.

#### 7.3.1 What Constitutes a Breach of Duty

It shall be taken that an employee fails to fulfil his/her duty where that employee:

- wilfully disobeys, disregards or fails to carry out a direction given by a supervisor or duly authorised employee, being a direction with which it is that employee's duty to comply
- wilfully disobeys, disregards or fails to carry out a safety direction given by a supervisor or duly authorised employee, being a direction with which it is that employee's duty to comply
- wilfully disobeys, disregards or fails to work in accordance with a safe working instruction, statement or guideline which applies to the work situation in question
- is negligent, careless or deliberately incompetent in the discharge of the employee's duty
- engages in improper conduct that adversely affects the performance of their duties, the duties of others, or that brings ANSTO into disrepute
- engages in patronage, discrimination or favouritism in relation to the recruitment, advancement or transfer of another employee
- contravenes or fails to comply with a term or condition upon which the employee is employed
- wilfully withholds or supplies misleading information which may influence their appointment to ANSTO
- wilfully breaches his or her duty of confidentiality
- wilfully discloses or fails to securely protect the intellectual property of ANSTO
- wilfully breaches ANSTO's security arrangements.

#### 7.3.2 Procedures

Where an employee acts in a manner which is alleged to be inconsistent with their duty as an employee, as outlined above, it is the duty of any employee in whatever capacity to notify the alleged action to the relevant supervisor.

Where an incident arises or information is received regarding an alleged breach of duty, the supervisor or nominated manager shall carry out a preliminary investigation and raise the matter with the employee who will be given an opportunity to give his or her version of the events. The supervisor/manager will make a record of the matter and seek advice. Following the investigation, the supervisor/manager may either:

- decide that no action be taken (reasons recorded on file)
- provide the employee with verbal and/or written counselling, with written confirmation to the employee copied to their personal file for a period of 12 months or
- provide a report to the relevant line manager (RLM).

The RLM will review the report and then arrange a meeting with the employee under investigation. At the meeting, the employee shall be provided with the

initial written report along with a verbal explanation of the nature and extent of the alleged breach and any other information relevant to the matter.

The employee will provide a response in relation to the matter to the RLM within five working days of receiving the report at the meeting.

In cases where the allegation or alleged breach is considered serious, the RLM (following advice from the Human Resources Manager) may recommend to the Chief Executive that the employee concerned be suspended from duty, with pay or without pay, or transferred to another work area while these procedures are followed.

On receiving a response, the RLM may decide to take no further action or to:

- verbally counsel the employee
- counsel the employee in writing
- give further consideration in respect of a penalty.

Where the RLM determines that the matter requires further consideration in respect of a penalty, the employee concerned is given the option of an independent person (internal or external) investigating the allegations, if the independent investigator agrees further consideration is necessary then file is referred to the Human Resources Manager.

Where the misconduct is admitted by the employee, then the Human Resources Manager considers the circumstances and then recommends a penalty to the Chief Executive without further consideration/investigation. Alternatively the Human Resources Manager may call for further information from the work place. Where the misconduct is not admitted, then the Human Resources Manager will appoint an investigator from outside the area to carry out an investigation.

Where the Human Resources Manager receives further information including an investigation report, this will be provided to the employee who has five days to respond.

The Human Resources Manager will consider all material and then recommend an outcome to the Chief Executive.

At this stage in the process, penalties are that the employee be:

- admonished, with the relevant documentation being retained on the employee's personal file for a period of two years. A copy of that documentation shall be provided to the employee in question.
- transferred to another work area, or to another Division within ANSTO, at the same classification and salary
- fined a sum of money up to \$1,000 – depending on the severity of the offence
- retained in his or her current work area, transferred to another work area, or to another Division within ANSTO. The employee's salary and / or classification shall be reduced for a period of no longer than twelve months. The Chief Executive shall determine the extent of the reduction and time frame
- dismissed, in which case the dismissal is to be processed in accordance with Clause 2.13 (Cessation of Employment) of this Agreement.

Where it is determined that the employee is to be dismissed, then the employee will be given five days to provide a final written response to management as to why he/she should not be dismissed. A dismissal notice will not be issued until after the expiry of the five day period.

### 7.3.3 Representation/Support

During the process the employee subject to the allegation/breach may seek to be accompanied by an employee representative of their choice.

#### 7.3.4 Files

A separate confidential working file shall be created, and copies of all relevant documentation stored on that file which will be kept by Human Resources for a period of two years and then destroyed. Where an employee is exonerated or where a decision is made to take no action against the employee, then the working file will be destroyed.

#### 7.3.5 Verbal Counselling

The employee's personal file will record that counselling was undertaken. The personal file note consists of an entry stating that the employee was verbally counselled regarding a particular disciplinary matter on a particular date. That file note shall remain current for a period of up to two years. During that period, the employee's performance shall be monitored by their line management. At the end of that period the file note shall be destroyed provided that no further breach of duty has occurred.

#### 7.3.6 Written Counselling

A copy of the written counselling document will be placed on the employee's personal file, and shall remain current for a period of two years. During that period, the employee's performance shall be monitored by their line management. At the end of that period the file note shall be destroyed provided that no further breach of duty has occurred.

#### 7.3.7 Serious Misconduct

Serious misconduct refers to a situation such as

- The employee deliberately fails to comply with a lawful written direction.
- The employee's conduct is assessed that it may constitute a threat to the health, safety and welfare of other employees in ANSTO or to the general public.
- The employee is alleged to have committed a criminal offence.
- The employee is under investigation where it is alleged that the employee has committed a criminal offence.

The nature and seriousness of the alleged misconduct may be such that urgent action is necessary to remove the employee from his or her duties before a criminal charge is laid, or while an investigation is being conducted.

#### 7.3.8 Appeal

An appeal in relation to outcomes other than termination may be instituted under Clause 8.8, (Grievance and Dispute Settlement Procedure). If an employee is, without consent, issued with a notice of termination, the employee may appeal under provisions contained in Part VIA, Division 3, Subdivision B, Section 170CE (Application to Commission to deal with termination under this subdivision), of the Workplace Relations Act 1996.

If the matter is unresolved, then there will be a review and decision by the Chief Executive. The Chief Executive would decide to appoint an external mediator to make a recommendation on the matter.

#### 7.3.9 Monitoring the Progress

Management, Union and employee representatives will monitor the operation and effectiveness of these arrangements over the life of the agreement, and report to ANSTO's Peak Council.

### **7.4 Fitness for Duty**

If the site medical officer has reason to believe that an employee is unfit for duty for any reason, he/she may require an employee to proceed on leave on grounds of illness or incapacity for a specified period. An employee returning to work after a continuous absence of five or more days with illness or three or more days from injury must report to the Site Medical Officer/Section for a review of fitness before resuming work.

Where an employee has been on leave due to his or her illness or incapacity ANSTO may require the employee to be examined by a Medical Employee of Health Services Australia or a qualified medical practitioner nominated by Health Services Australia for the purpose of understanding the extent of the employee's illness or incapacity and the likelihood of a return to work by the employee.

If management has reason to believe that an employee is unfit for duty for any reason, management may require the employee either:

- To furnish a report as to his or her condition from a duly qualified medical practitioner; or
- To submit himself or herself for examination by a Medical Employee of the Health Services Australia.

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 a qualified medical practitioner or a Medical Employee of the Health Services Australia.

## **7.5 Redeployment, Retraining and Redundancy**

### **7.5.1 Obligation**

ANSTO acknowledges that, where changes occur may give rise to potential excess staff situations, it has an obligation to examine, in the first instance, redeployment and retraining of the employees affected.

### **7.5.2 Restructuring**

A restructure of any part of ANSTO may result in a situation where:

- there is a requirement for new and/or different roles at different levels
- there is a requirement for fewer roles at the same or differing levels
- where work is no longer undertaken, and/or partially or wholly outsourced.

As a consequence of the scenarios above, staff may be potentially excess. Restructuring should not be used in lieu of performance management or to artificially create a situation where an individual becomes excess.

### **7.5.3 Retraining**

ANSTO may offer employees to undertake retraining where it determines that their current skills no longer match the needs of ANSTO and or where capability in new techniques and technologies is required. Such training will be supported by ANSTO.

Where an employee refuses to accept relevant training / retraining, or fails to complete such training to the required standard, then the consequences of such a situation may have effects on the employee's continuing employment which activate the provisions of this clause.

#### 7.5.4 Redundancy

The redundancy provisions in this agreement allow for a staged process involving progressive notification and canvassing of options designed to ensure the best outcomes for both ANSTO and its employees.

ANSTO will ensure that, vacant roles will not be advertised and filled up until 10 days into Stage 2 (Discussion Period) before considering, in the first instance, the redeployment /retraining of potentially excess employees (where appropriate). A formal explanation regarding this process will be given to the employee.

#### 7.5.5 Definition of “excess employee”

An employee is an excess employee if ANSTO no longer wishes the job the employee has been doing to be done by anyone at ANSTO. This may include situations where:

- ANSTO has no on-going requirement for the role
- the work no longer needs to be done
- the amount of work is reduced and subsequently is re-organised / re-allocated amongst fewer employees
- 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.
- ANSTO is outsourcing
- a reduction in staff numbers is a consequence of budget changes
- where fewer staff are required for the efficient and economical working of ANSTO
- 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
- a change occurs in ANSTO’s business unit(s) which requires a reduction in staff numbers.

Employees will not be eligible for retrenchment benefits if the employee is:

- on new employment probation
- employed continuously for less than 12 months
- engaged on a casual basis
- engaged on a temporary basis
- engaged as an apprentice.

#### 7.5.6 Process

The redundancy provisions in this agreement allow for a staged process involving progressive notification and canvassing of options designed to ensure the best outcomes for both ANSTO and its employees. In the context of managing ANSTO projects, where there is an early signal of a planned closure or downsizing of a project with the potential for employees to be affected, then there will be timely notification of the relevant employees. The process consists of the following stages:

## PROCESS FLOW CHART

Stage 1	Stage 2	Stage 3	Stage 4
Consultation Period 28 calendar days	Discussion Period 28 calendar days	Consideration Period 28 calendar days	Notice Period 28 calendar days

### **Stage 1 – Consultation Period**

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

Discussions with the staff affected and their chosen representatives will cover the following issues:

- the reasons ANSTO considers employees are likely to be excess to requirements
- the number and roles of the employees likely to be excess
- any likely effect on remaining employees
- measures that were considered or might be taken to remove or reduce the incidence of employees becoming excess
- redeployment/retraining prospects for the employees concerned
- the method of identifying employees as excess, having regard to the efficient and economical working of the ANSTO and the relative efficiency of employees
- possible substitution of other employees who have expressed interest
- potential roles which may arise from the project planning process, forecast retirements, vacant roles and/or other changes from the annual assessment process where appropriate.

The discussions will consider potential roles, including those that may also arise across ANSTO during the consultation and discussion period. To this end, ANSTO will ensure that over the timeframe of the consultation period and the first 10 days of the discussion period, vacant roles will not be advertised and filled, before considering in the first instance, the redeployment /retraining of potentially excess employees( where appropriate). A formal explanation regarding this process will be given to the affected employee(s).

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.

Where fewer roles are potentially available for existing staff, then the relevant roles in the affected work area will be advertised in order that the staff in question have the same opportunity for selection. Selection will be in accordance with normal merit selection procedure.

If excess staff remain following the selection process, ANSTO staff will be advised and invited to express interest in possible substitution arrangements. Substitution is where an employee, not in a redundancy situation, volunteers to substitute for an employee who is. Substitution is subject to skills matching and operational requirements).

An employee may agree to be made redundant at any time during Stage 1. During the consultation period, no employee will be invited to accept redundancy, nor be advised in writing, that he or she is formally excess to ANSTO's requirements unless there is mutual agreement. At the end of the 28 calendar day period, the consultation period will be deemed to have concluded.

### **Stage 2 - Discussion Period**

At the commencement of the discussion period, affected employees will be advised regarding progress in relation to redeployment and/or substitution options. Discussions will continue to cover specific detail with individual employees and possible options across ANSTO as appropriate. Senior managers or their designated representatives and Human Resources will meet to formally review substitution and redeployment/retraining options. Decisions will be subsequently advised to the affected employees and their chosen representatives by no later than 10 working days from the commencement of the discussion period. Where an employee remains excess, he/she will be formally advised that they are excess and are deemed redundant. This action does not require agreement from the employee. The advice note will ask the employee to nominate a cessation date. This timing is to allow an excess employee to nominate a



cessation date towards the end of the discussion period so that the four week consideration period can be fully paid out.

Where a substitution or redeployment is subsequently agreed by management in the remaining part of the discussion period, the abovementioned advice will be withdrawn. At the end of the 28 calendar day period, the discussion period will be deemed to have concluded.

Where a substitution or redeployment is subsequently agreed by management in the remaining part of the discussion period, the abovementioned advice will be withdrawn. At the end of the 28 calendar day period the discussion period will be deemed to have concluded.

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.

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.

### **Stage 3 - Consideration Period**

At any time during the consideration period, an employee who has been formally advised that he or she is redundant may nominate a cessation date where this has not already been done. At the end of the 28 calendar day period, the consideration period will be deemed to have concluded. Where at that end of the consideration period, the employee has not nominated a cessation date management will formally notify the employee that their cessation date will take effect at the conclusion of the notice period.

### **Stage 4 - Notice Period**

At any time during the notice period, an employee who has been formally advised that he or she is redundant may nominate a cessation date where this has not already been done. At the end of the 28 calendar day period, the notice period will be deemed to have concluded.

- 7.5.7      Retention Options  
During the four-stage process, an excess employee may elect to be retained in employment subject to certain conditions specified in subclause 65.12. In that event, the employee is required to formally advise ANSTO of that intention before the end of the four stage process.
- 7.5.8      Outcome of the Process (Stages 1 to 4)  
Where an employee is excess to requirements, that employee may be:
- redeployed into another role, or
  - paid severance pay on the cessation of their employment, or
  - retained in employment at ANSTO for a specified period, or
  - retained in employment at ANSTO for part of a specified period and receive payment for the remainder of that period.
- 7.5.9      Consolidation of Payments made to Employees who are Excess (Redundancy Payments)
- Payment for Discussion Period  
Employees with more than one year of service and less than three years service will be entitled to the payment of the two-week unexpired portion of the discussion period, provided they advise ANSTO of their acceptance of redundancy and nominate a cessation date within the first two weeks of the discussion period.
  - Payment for Consideration Period  
All employees, regardless of years of service, will be entitled to up to four weeks pay in lieu of the Consideration Period provided that they advise ANSTO of their acceptance of redundancy and nominate a cessation date to coincide with the end of the Discussion Period.

An employee who notifies a cessation date later within the Consideration Period will be entitled to payment in lieu for the

unexpired portion of that period.

- Payment for Notice Period  
All employees regardless of years of service, will be entitled to up to four weeks pay in lieu of the Notice Period.

Where an employee advises ANSTO of his or her acceptance of redundancy and nominates a cessation date, which occurs within the Consideration Period, or on the first day of the Notice Period, the employee will be paid in lieu for the 28 day Notice Period.

An employee who notifies a cessation date later within the Notice Period will be entitled to payment in lieu for the unexpired portion of that period.

7.5.10 Payment for Employees with More Than One Year of Service and Less Than Three Years Service

These employees will be entitled to a maximum sum payable as severance pay on termination equivalent of up to 14 weeks salary. The payment is made up of:

- two weeks in lieu of the unexpired portion of the discussion period provided that notice is given in the Discussion Period, and
- four weeks payment in lieu of Consideration Period, and
- four weeks in lieu of notice, and
- four weeks minimum severance payment.

7.5.11 Payment for Employees with Greater Than Three Years Service

These employees will be entitled to severance pay equal to two 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. This payment is capped at 48 weeks salary, i.e. for an employee with 24 years of service or greater.

Under the consolidation arrangements, an employee with 24 years of service who ceases employment at the beginning of the Consideration Period will be paid the following:

- four weeks pay in lieu of the Consideration Period, and
- four weeks pay in lieu of the Notice Period, and
- 48 weeks severance payment

This arrangement provides for a total maximum payment of 56 weeks.

The payments in-lieu of the Consideration Period and the Notice Period are conditional upon the employee ceasing employment on a date within the timeframe as specified in clause 7.5.11.

7.5.12 Retention in Employment

An excess employee may elect to be retained in employment for a specified period not greater than that for which they would have received a redundancy payment.

- Retention period - employees with more than one and less than three years of service.

These employees will be entitled to a maximum retention period of 12 weeks. The 12 weeks is made up of:

- four weeks retention equivalent to the Consideration Period, and
- four weeks retention equivalent to the Notice Period, and
- four weeks retention equivalent to the minimum 4 weeks severance payment.

- Retention period - employees with greater than three year's service.

These employees will be entitled to be retained for a period of two weeks for each completed year of continuous service, plus pro rata retention for completed months of service, since the last completed year of service.

The maximum retention period will be 48 weeks from the end of the Notice Period, i.e. for an employee with 24 years of service or greater. During the retention period ANSTO will continue to take reasonable steps to find alternative employment at the level for the excess employee.

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.

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

This sub-clause does not apply to employees who are subject to arrangements set out in clauses 7.5.10 and 7.5.12, respectively. These employees are ineligible to mix payment and retention period.

#### 7.5.13 Pro rata Entitlement

Redundancy pay or retention period 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.

#### 7.5.14 Period of Service for Redundancy Purposes

- Service for Redundancy Purposes  
For the purpose of calculating an entitlement, "service" means:
  - service as an ANSTO employee service in a Commonwealth agency or Department
  - government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976
  - service with the Australian Defence Forces
  - where such service as is recognised for long service leave purposes.
- Service not to count as service for redundancy purposes  
Any period of service, which ceased in any of the following ways, will not count as service for redundancy pay purposes: retrenchment; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probation appointment for reasons of unsatisfactory service; or 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  
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  
Absences from duty which do not count as service for long service

leave purposes will not count as service for redundancy pay purposes.

#### 7.5.15 Rate of Payment - Redundancy Pay

Any entitlement calculated under clause 65.9 will include:

- salary: the employee's full time salary, adjusted on a pro rata basis for periods of part time service
- 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
- shift penalties: these are to be included in salary where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination. The employee is entitled to receive the weekly average of the penalties payable over the 12 months immediately prior to the date on which the employee is given notice of termination included as salary.

#### 7.5.16 Seeking Employment

- Time off during notice period to seek employment  
An employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.
- Expenses incurred seeking employment  
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.
- Staff support services  
ANSTO will facilitate the provision of personal and financial advice, as requested, to excess staff via relevant external providers.

On a case by case basis ANSTO will determine the appropriateness and implementation of the provision of outplacement services.

These matters will be the subject of consultation between management, employees, union and employee representatives.

## **8. WORKING TOGETHER – CONSULTATION ARRANGEMENTS**

### **8.1 Consultation**

Staff Consultative Forums - ANSTO Peak Council and Joint Consultative Committee will operate over the life of this agreement to facilitate consultation and discussion on a range of employment related matters between management, staff and their chosen representatives. Those issues will be discussed in a spirit of cooperation and trust.

ANSTO recognises the value to the organisation and will ensure employee representatives are allowed to perform their role without any discrimination in their employment.

Should, as a consequence of legislative change or determinations in proceedings, the operation of this agreement be affected, the parties agree to consult on the extent of the change. ANSTO recognises employee representatives and will provide them with reasonable time to consult with management and employees on workplace matters.

### **8.2 Occupational Health & Safety**

ANSTO is committed to delivering excellence in our Occupational Health Safety and Environment (OHSE) performance based on ANSTO's core values through effective consultation.

ANSTO aspires to having a people-safe workplace and protecting the environment. To this end all staff are empowered to be responsible for their safety and the safety of others.

ANSTO's OHSE management arrangements (OHSEMA) outline the principles to assist personnel at ANSTO in creating and maintaining a people and environment safe workplace. The two underlying principles are consultation and risk management. This enables ANSTO to meet its legal obligations and to continually improve its OHSE performance.

There are nine main strategies in the ANSTO OHSEMA:

1. Management commitment to ongoing OHSE consultation;
2. OHSE policy;
3. OHSE management system;
4. Accountability and responsibilities;
5. Risk management;
6. Safety training;
7. Mechanisms for consultation and communication; through Safety Committees
8. Strategies for consultation, communication, OHSE promotion and participation; and
9. Monitoring and review of arrangements.

Further detail on these items can be found in ANSTO OHSE management arrangements (OHSEMA).

### **8.3 Agreement Flexibility**

ANSTO and an employee may agree to initiatives including terms and conditions which assist with attraction and retention, and or healthy work life balance of the employee.

These flexibilities are subject to agreement between the employee and ANSTO and must be recorded in writing. The arrangements agreed to must not result in a reduction in the conditions of the employment under this agreement.

### **8.4 Managing work Life Balance**

ANSTO recognises that for a variety of reasons, employees may want to work in ways that give them a degree of flexibility to meet personal responsibilities and or to try to achieve a balance in their work and personal life for their health and well being.

A number of provisions in this agreement support this approach:

- Flexitime
- Managed time
- Part time work
- Purchased leave
- Carers Leave,
- Maternity leave
- Parental leave
- Leave without pay

In addition, ANSTO has a working from home policy which may be applied to certain employees.

Employees have the right to request work arrangements which provide flexibility in the context of balancing their work and personal commitments. This covers the spectrum of employees including those with new family commitments to mature age workers approaching retirement. ANSTO will consider those requests in the context of operational requirements and advise the employee of the outcome. Each request will be treated on a case by case basis. Arrangements are subject to approval by the relevant GM/IH.

## **8.5 Bus Service**

It is agreed that a fare of \$3.00 per journey be applied for the life of this Agreement.

During the life of this Agreement, there will be no change to any service provided without prior consultation and negotiation with employee and union representatives.

## **8.6 ANSTO Business Units**

The parties to this Agreement acknowledge the importance of ANSTO's businesses and of the need for those businesses to adapt and respond quickly to market forces and changes. The parties confirm their support and agree that they will not create unreasonable barriers to the ongoing change and development required to make ANSTO's business units competitive.

## **8.7 Anti-Discrimination**

No action will be implemented under this agreement that is discriminatory on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, nationality or social origin unless it is explicitly required due to the inherent nature of a job.

This clause does not preclude the payment of junior rates.

## **8.8 Grievance and Dispute Settlement Procedure**

The Parties acknowledge that there exists a mutual responsibility to work co-operatively to prevent and resolve disagreements on matters arising under this Agreement. The parties to a dispute commit to resolving disputes locally without recourse to external jurisdictions wherever possible.

For the purposes of this agreement:

- "grievance" refers to an individual employee disagreement
- "dispute" refers to an issue involving or affecting a number of employees.

Employees working under this agreement will use the following process in the event of a grievance or dispute with a management decision.

### **8.8.1 Process**

In the first instance, the employee will raise the issue with the relevant manager within 14 days of the grievance arising.

If there is no resolution of the grievance, the issue will be raised in writing by either party with the next most senior manager in the hierarchy and Human Resources. Discussions will occur over a 7 day period in an attempt to resolve the matter. The relevant Institute Head or General Manager will be advised and may be involved in the discussions.

At any stage in the process an employee or group of employees have the right to a representative of their choice.

If there is no resolution, the issue will be referred to Human Resources for mediation and a period of up to two weeks allowed to achieve resolution. The following steps will be used in an attempt to mediate a resolution:

- There will be a review and recommendation by Chief of Operations/Research.
- If the matter is unresolved, then there will be a review and decision by the Chief Executive. The Chief Executive may decide to appoint an external mediator to make a recommendation on the matter.

The conduct of all investigations and meetings will be consistent with the provisions of natural justice.

The right of referral of matters to external jurisdictions remains. Where the matter is referred to the AIRC, the parties to the dispute/grievance will empower the commission to resolve the matter in accordance with s170LW of the Workplace Relations Act 1996.

During the dispute/grievance, normal work will continue unless the employee(s) has a reasonable concern about a risk to their health and safety.

The status quo will exist while the dispute procedures are followed. The parties to a dispute will not engage in coercive action and will endeavour to meet time frames.

#### 8.8.2 Monitoring the Progress

Management, Union and employee representatives will monitor the operation and effectiveness of these arrangements over the life of the agreement, and report to ANSTO's Peak Council.

## APPENDIX 1 Salary Table

Bands	Levels	Pre-agreement	4.5% 2009	4.2% 2010	3.5% 2011
1	Entry	\$ 36,760	\$ 38,414	\$ 40,028	\$ 41,429
	Full Perform	\$ 37,844	\$ 39,547	\$ 41,208	\$ 42,650
2	Entry	\$ 42,464	\$ 44,375	\$ 46,239	\$ 47,857
	Full Perform	\$ 43,714	\$ 45,681	\$ 47,600	\$ 49,266
3	Entry	\$ 49,699	\$ 51,935	\$ 54,117	\$ 56,011
	Mid	\$ 51,156	\$ 53,458	\$ 55,703	\$ 57,653
	Full Perform	\$ 52,663	\$ 55,033	\$ 57,344	\$ 59,351
4	Entry	\$ 57,456	\$ 60,042	\$ 62,563	\$ 64,753
	Mid	\$ 59,153	\$ 61,815	\$ 64,411	\$ 66,665
	Full Perform	\$ 60,902	\$ 63,643	\$ 66,316	\$ 68,637
5	Entry	\$ 66,451	\$ 69,441	\$ 72,358	\$ 74,890
	Mid	\$ 68,418	\$ 71,497	\$ 74,500	\$ 77,107
	Full Perform	\$ 70,390	\$ 73,558	\$ 76,647	\$ 79,330
6	Entry	\$ 79,167	\$ 82,730	\$ 86,204	\$ 89,221
	Mid	\$ 81,443	\$ 85,108	\$ 88,682	\$ 91,786
	Full Perform	\$ 83,788	\$ 87,558	\$ 91,236	\$ 94,429
7	Entry	\$ 91,619	\$ 95,742	\$ 99,763	\$ 103,255
	Mid	\$ 93,916	\$ 98,142	\$ 102,264	\$ 105,843
	Full Perform	\$ 96,733	\$ 101,086	\$ 105,332	\$ 109,018
8	Entry	\$ 100,024	\$ 104,525	\$ 108,915	\$ 112,727
	Discretionary Range				
	Full Perform	\$ 112,459	\$ 117,520	\$ 122,455	\$ 126,741
9	Entry	\$ 112,459	\$ 117,520	\$ 122,455	\$ 126,741
	Discretionary Range				
	Full Perform	\$ 146,438	\$ 153,028	\$ 159,455	\$ 165,036
10	Entry	\$ 150,801	\$ 157,587	\$ 164,206	\$ 169,953
	Discretionary Range				
	Full Perform	\$ 174,667	\$ 182,527	\$ 190,193	\$ 196,850

Junior Rates	Percentage Band 1	Pre-agreement	4.5% 2009	4.2% 2010	3.5% 2011
Under 17 years	50%	\$ 18,380	\$ 19,207	\$ 20,014	\$ 20,715
At 17 years	60%	\$ 22,056	\$ 23,049	\$ 24,018	\$ 24,859
At 18 years	70%	\$ 25,732	\$ 26,890	\$ 28,020	\$ 29,001
At 19 years	81%	\$ 29,776	\$ 31,116	\$ 32,423	\$ 33,556
At 20 years	91%	\$ 33,452	\$ 34,957	\$ 36,426	\$ 37,701

Apprentice Rates		Pre-agreement	4.5% 2009	4.2% 2010	3.5% 2011
Under 17 years		\$ 21,232	\$ 22,187	\$ 23,119	\$ 23,928
At 17 years		\$ 25,478	\$ 26,625	\$ 27,743	\$ 28,714
At 18 years		\$ 29,725	\$ 31,063	\$ 32,367	\$ 33,500
At 19 years		\$ 34,396	\$ 35,944	\$ 37,453	\$ 38,764
At 20 years		\$ 38,642	\$ 40,381	\$ 42,077	\$ 43,550
Adult Apprentice	Band 2 - Entry Level	\$ 42,464	\$ 44,375	\$ 46,239	\$ 47,857

Post-docs		Pre-agreement	4.5% 2009	4.2% 2010	3.5% 2011
	Band 5 - Entry	\$ 66,451	\$ 69,441	\$ 72,358	\$ 74,890



**APPENDIX 2: Lists of ANSTO's Policies and Procedures identified in this agreement**

AP-1391	Recruitment & Selection Procedure
AP-2783	Linked Positions Procedure
AP-2784	Position Reclassification Procedure
AP-2785	Banding Procedure
AP-1641	Probation Procedure
AP-2706	Annual Performance Procedure
AP-2788	Band 8-10 Discretionary Salary Performance Steps

## SIGNATORIES FOR AGREEMENT

For and on behalf of  
The Australian Nuclear Science and Technology  
Organisation

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

For and behalf of  
The Automotive, Food, Metals Engineering, Printing  
And Kindred Industries Union

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

For and behalf of  
The Communications, Electrical, Electronic,  
Energy, Information, Postal, Plumbing & Allied  
Services Union of Australia

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

For and behalf of  
The Community and Public Sector  
Union of Australia

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

For and behalf of  
The Association of Professional Engineers, Scientists  
and Managers Australia

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_