

The Varied Australian National University

Enterprise Agreement

2005 – 2009

Other provisions

The Varied Australian National University Enterprise Agreement 2005 - 2009

1 Title

This Agreement is a Union Collective Agreement and will be known as *The Varied Australian National University Enterprise Agreement 2005 – 2009*.

2 Arrangement

Schedule 5 – [Overtime and Shift Work](#)

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Annualised overtime and shift arrangements prerequisites

- S5.1 Annualised overtime and/or shift allowances are designed to create administrative ease for the University and certainty for the staff member. Where a staff member(s) and the University enter into annualised arrangements, such allowances cannot be used to reduce the entitlements that a staff member(s) would otherwise have received through the normal calculations of overtime or shift rates when averaged over a year. If agreement cannot be reached, the provisions of this schedule will apply.

Overtime

- S5.2 'Overtime' is work which is performed at the direction of the supervisor and which is in excess of the ordinary number of hours of work as defined in [clause 39.1](#) (Hours of work) and/or required to be worked outside the span of hours as defined in [clause 39.2](#). Overtime payments will be subject to [S5.5](#).

General staff members, including casuals, who are eligible to be paid for overtime, will be paid in accordance with the following table.

Time of work	Overtime rate
Monday to Friday	150% for first 3 hours, 200% thereafter
Saturday	150% for first 3 hours, 200% thereafter
Sunday	200%
Public holiday	*250%

*250% includes payment of ordinary hours

- S5.3 A staff member may be required to work reasonable overtime. However, where a staff member has personal commitments or personal circumstances arise, and where the nature of those commitments or circumstances are such that it would be unreasonable for the University to prevent the staff member from attending to them, the staff member may refuse to work outside his or her span of hours.
- S5.4 **Overtime allowance eligibility** - A staff member who works regular overtime may be paid an overtime allowance in lieu of the overtime payments prescribed at [S5.2](#) to compensate for all overtime worked. The delegate may approve payment of an overtime allowance to a staff member at ANUO8 level or above where that staff member's duties necessitate long working hours and/or significant hours of work outside the normal span of hours.

- S5.5 Exceptions for overtime payments – A general staff member will be eligible to receive the rates of pay prescribed in [S5.2](#) except where the staff member is employed at ANUO8 level or above; a flexible working arrangement in accordance with [clause 40.2\(b\)](#) applies and where the work can be accommodated within that arrangement; the staff member is in receipt of an overtime allowance in accordance with [S5.4](#); or the staff member requests time off in lieu of an overtime payment (for a period equivalent to the overtime rate) with the agreement of the supervisor.
- S5.6 A shift worker will be paid at the ordinary time rate, exclusive of penalty rates, for a public holiday which falls on any Monday to Friday inclusive, except that he or she will be paid at the public holiday rate for time actually worked on that day.
- S5.7 A cleaner or security officer who is not a shift worker, or is a shift worker not rostered to work on a Saturday, will receive 200% of his or her ordinary hours rate of pay for all hours worked on a Saturday.
- S5.8 Examination invigilators, field interviewers, Library, Drill Hall Gallery or School of Art Gallery staff members employed on a part time or casual basis will not be paid overtime rates for work outside of the span of hours defined in [clause 39.2](#). These categories of staff will be paid 250% for work performed on a public holiday and at the overtime rates for overtime worked in excess of the ordinary number of hours of work defined in [clause 39.1](#).
- S5.9 An observatory night assistant will not be paid at the overtime rates prescribed above, but will be paid 150% of the ordinary hours pay rate for the first 8 hours of overtime and 200% of the ordinary rate thereafter for all time worked in excess of 70 hours in a fortnight.
- S5.10 Where a shift worker works overtime, the overtime rate prescribed in [S5.2](#) will be in substitution for and not cumulative upon a shift loading. A casual staff member receiving any of the overtime rates provided for in [Schedule 5](#) is not eligible to be paid the casual loading referred to in [clause 19.7](#) for overtime work.

S5.11 Availability duty

The University may place a staff member on availability duty on a daily basis. A staff member on availability duty must remain able to be contacted by telephone and attend the University as required within an agreed time. Payment will be made in accordance with [S4.4](#).

S5.12 Notice periods

A staff member will be paid a short call allowance at the level specified in [S4.4](#) where the staff member is not on availability duty; is required to work overtime on a Sunday or public holiday; and has received less than 24 hours' notice of that requirement. In addition where a staff member is directed to immediately attend an emergency situation, regardless of the day upon which that requirement falls, he or she will be paid the short call allowance.

S5.13 Cancellation allowance

A staff member is entitled to 6 hours' notice of cancellation of overtime. Where notice is less, the staff member will be paid the specified cancellation allowance in [S4.4](#).

S5.14 Additional meal break

Subject to [clause 42.1](#) a staff member who is required to work overtime may be entitled to an additional meal break.

S5.15 Overtime not continuous with ordinary hours

Where a staff member, who is not paid an availability allowance, is required to work overtime that is not continuous with his or her ordinary hours, the staff member is entitled to be paid for a minimum of 4 hours at the appropriate overtime rate; and a travelling allowance at the rate specified in [S4.4](#). However, this will not apply where the interval between the completion of the staff member's ordinary hours and the commencement of overtime is a meal break of not more than 2 hours which has been agreed between the staff member and his or her supervisor.

S5.16 Availability allowance

A staff member who is paid an availability allowance and who is required to work overtime that is not continuous with his or her ordinary hours is entitled to be paid for a minimum of 3 hours at the appropriate overtime rate, calculated from the time at which the staff member was called to return to work. If more than one attendance is required, the amount paid will not be more than that which would have been paid had the employee remained at work for the whole period.

S5.17 Rest relief after overtime

A staff member who works approved overtime is entitled to a minimum of 9 hours between the termination of work on one day and the commencement of duty the next day. Where the staff member's ordinary working time commences less than 9 hours after the staff member has finished work, he or she will not be required to attend work until that period has elapsed but will be paid in full for those hours which would ordinarily be worked on that day.

In circumstances where it is impossible to release a staff member for 9 consecutive hours, the staff member will be paid double time for all hours worked until able to take a 9-hour break.

S5.18 Assistance with transport

Where a staff member is required at short notice to work until it is too late to travel by the last public transport or other regular means of commuting to his or her usual place of residence, the University will provide appropriate transport free of charge.

S5.19 Overtime coinciding with daylight savings changeovers

Where a staff member is performing overtime work at the time of a changeover from standard time to summer time, or the reverse, payment will be made in respect of elapsed time.

Shift work

S5.20 Subject to the prerequisites of [S5.1](#), shift work will be in accordance with this schedule. The normal hours of work of a staff member engaged on shift work must not exceed 35 per week, 38 per week for a staff member employed in the Hospitality stream of University House and Halls of Residence or

40 per week for 12 hour security staff in Facilities and Services division (normally with start time of 7.00 am/pm and finish time of 7.00pm/am), when averaged over a cycle of shifts.

S5.21 Facilities and Services division security officers working 12 hours shift rosters will undergo a biannual fitness assessment, and annual flu injections. With respect to the above, the University will provide the staff member with not less than two weeks' notice during their rostered shift that a medical fitness assessment is required, the name and address of the provider, and pay the costs of the medical assessment, tests and any reasonable travelling costs incurred.

S5.22 A shift worker is a staff member who is required by the University to work on a regularly rostered basis outside the normal span of hours.

S5.23 Annualised shift allowances for Security Officers

For security officers in John Curtin School of Medical Research and Facilities & Services division, or where it is agreed by the manager and the staff that an annualised arrangement should apply, the following annual allowance for security officers will be paid in lieu of all shift entitlements:

Security officer annualised shift allowance (\$)	
Previous rate	from 27/11/2008
\$10, 081	\$10, 535

S5.24 General application of shift work

Where shift work is required, the University will provide a shift work roster. Rostered times must not be changed unless at least 7 days' notice is given to the staff member concerned, except that in circumstances beyond the control of the University, the shifts on a roster may be changed with 48 hours' notice or by mutual consent between a staff member and supervisor. Subject to the provisions of [S5.2](#) to [S5.19](#), time worked by a shift worker outside the rostered hours of work for a shift on any day will be paid at overtime rates. Places in a shift roster may be interchanged by mutual agreement between the staff members concerned and the supervisor.

Subject to the provisions of [S5.10](#), where less than 7 days notice has been given and a staff member is required to work on a rostered day off, the staff member will be paid overtime for the time worked on that day.

S5.25 Shift work coinciding with daylight savings changeover

Where a staff member is performing shift work during the daylight savings changeover from standard time to summer time or the reverse, the staff member will be paid for a full shift, no more and no less.

S5.26 Shift work - penalty rates

Subject to [S5.27](#) and [S5.28](#), a staff member who works shift work will be entitled to penalty rates in accordance with the following table:

Shift		Rate (%of the hourly rate applicable to the appropriate ANU Officer level)	
		Staff other than casual	Casual staff*
<i>Staff Other than hospitality</i> <i>Monday to Friday</i>	Morning shift starts at/after 4.00am & before 6.00am but finishes at/ before midday	115%	138%
	Afternoon shift finish after 6.00pm (or 7.30pm for cleaners & security staff) but no later than midnight	115%	138%
	Night shift finish after midnight but no later than 8.00am	130%	153%
<i>Hospitality staff -</i> <i>Monday to Friday</i>	Shift commencing before 6.30am or finish after 7.30pm any day (Monday to Friday inclusive)	115%	138%
	Shift where staff are regularly rostered** for at least 6 hours duty after 10.30pm or who is regularly rostered to commence shifts at or before 4.00am	130%	153%
Saturday		150% max	173%
Sunday		200% max	200% max

Public holiday	250% max	250% max
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*These rates are inclusive of and not additional to the casual loading referred to in clause 19.7.

**the term 'regularly rostered' applies to the situation where the staff member does not rotate or alternate with other employees on day work so as to give at least 1/3rd of the staff member's working time off night shift.

S5.27 Part time library shift workers

S5.27.1A part-time, Library, shift worker will be paid the following rates in substitution of those set out in [S5.26](#) when required to perform any shift work outside the normal span of hours so defined:

- (a) 115% for any shift worked Monday to Friday;
- (b) 125% for shift work performed on Saturday or Sunday;
- (c) 250% for a public holiday.

S5.27.2 No payment will be applicable where a staff member who would normally have been rostered to work on a day on which Australia Day or public holidays over the Christmas closure period falls (including University closure days) and is not required to work.

S5.27.3 The parties agree to review staffing arrangements to improve best work practices for service delivery to staff and students.

S5.28 Examination invigilators, field interviewers, staff members employed at the Drill Hall Gallery or the School of Arts Gallery

Examination invigilators, field interviewers, staff members employed at the Drill Hall Gallery or the School of Arts Gallery will not be paid the shift rates provided in [S5.26](#) but will be paid at the rate of 100% for work required and performed, during any shift as defined in [S5.26](#) and for any rostered shift work performed on a Saturday or Sunday (other than a public holiday).

S5.29 Casual staff members employed in the library

Casual staff members employed in the library will receive the casual loading in [clause 19.7](#) for shift work required, and performed, during any shift as defined in [S5.26](#) or shift work performed on a Saturday or Sunday (except a public holiday).

S5.30 Circumstances where shift penalty rates are payable or not payable

The rates [S5.26](#) will not be payable for overtime hours (in which case the rates specified in [S5.2](#) will apply), or where an annualised shift allowance is paid in lieu of penalty rates.

- A shift worker who is on annual leave will, for the period of the leave, continue to be paid the loading that he or she normally receives.

- Except for those on annualised shift allowances, a shift worker who is on the personal leave provided for in [clause 46.1](#) or long service leave in [clause 49](#) will, for the period of the leave, not be paid the loading which he or she normally receives.

S5.31 Trainees

A trainee will not work shift work unless such shift work makes provision for approved training.

Schedule 6 – 38 hour week for staff at University House and the hospitality stream in Halls of Residence

[Ordinary hours of work](#)

[Impact of 38 hour week on leave entitlements](#)

[Paid leave](#)

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[Payment in lieu of RDO's upon termination of employment](#)

S6.1 Ordinary hours of work

S6.1.1 The ordinary hours of work for staff members employed in the Hospitality stream in University House and Halls of Residence shall be 38 per week in accordance with [clause 39.1](#).

S6.1.2 The ordinary hours of work for staff members employed in the Hospitality stream in University House and Halls of Residence shall be 8 per day, 0.4 of which shall accrue towards a paid rostered day off (RDO). By mutual agreement between the University and a staff member, that staff member's hours of work may be worked in accordance with any one of the following cycles:

- (a) 152 hours within a cycle of twenty work days, nineteen of which are working days and one is a RDO;
- (b) 456 hours within a cycle of sixty workdays, 57 of which are working days and three are RDOs;
- (c) 760 hours within a cycle of 100 workdays, 95 of which are working days and five are RDOs;
- (d) any other working arrangement mutually agreed between the University and the staff member.

S6.1.3 Days off will be rostered to fall immediately prior or subsequent to a weekend. However, a RDO may be taken midweek by mutual agreement between the University and the staff member.

S6.1.4 Where any agreed RDO falls on a public holiday the preceding or following work day shall be taken in lieu of the RDO unless an alternative day in the relevant work cycle is agreed between the University and the staff member.

S6.2 Impact of the 38 hour week on leave entitlements

S6.2.1 Staff members are entitled to take leave in accordance with [Part Three](#), leave and holidays provisions of this Agreement.

Paid leave

- S6.2.2 For every day taken as paid leave, the staff member shall accrue 0.4 of an hour towards a paid RDO.
- S6.2.3 Where a paid RDO falls within a period of certified sick leave, sick leave credits will not be debited for that day.
- S6.2.4 Where a paid RDO falls within a period of paid leave other than sick leave the staff member's credits will be debited at the rate of 8 hours for that day.

Leave without pay

- S6.2.5 For each full day taken as leave without pay, the staff member's pay for the day will be reduced by seven hours 36 minutes.
- S6.2.6 For each part of a day taken as leave without pay, the staff member's pay for that day will be reduced by the actual period of absence.
- S6.2.7 Unpaid absences, whether approved or not, shall not accrue time towards a RDO.

S6.3 Payment in lieu of RDOs upon termination of employment

- S6.3.1 Where a staff member ceases employment in accordance with [Part Seven](#) of this Agreement, and has accrued RDO credits that have not been utilised, such credits will be paid for.
- S6.3.2 Provided that where the paid period off has been taken in anticipation of credits, any shortfall as at the date of termination will be deducted from moneys due.

Schedule 7 – Procedure for casual general staff conversion to non-casual employment

S7.1 The University must not, unreasonably, refuse an application for conversion to non-casual employment. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

- (a) the staff member is not eligible to apply for conversion;
- (b) the staff member was employed pursuant to [clause 21.2](#) (Employment conditions for casual general staff);
- (c) the staff member is a student, or has recently been a student, other than where his or her status as a student is irrelevant to his or her engagement and the work required;
- (d) the staff member is a genuine retiree;
- (e) the staff member is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);
- (f) the staff member has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
- (g) the staff member does not meet the essential requirements of the position; or
- (h) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

S7.2 Whether there are reasonable grounds to refuse conversion will depend upon the entirety of the circumstances in the particular case.

S7.3 Subject to [S7.5](#) (below) and [clause 22](#) (Eligibility for casual general staff conversion), casual employment may be converted:

- (a) to a continuing or continuing (contingent funded) appointment or to a fixed-term appointment; and,
- (b) on a full time basis or a part-time basis.

S7.4 The non-casual appointment will, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work which is regular and continuous, be as consistent as is reasonably practicable with the pattern of work undertaken by the staff member during his or her casual appointment.

S7.5 Subject to this clause, the staff member's casual service will not count as service for the purpose of determining or calculating any entitlements except that casual service will be counted for the purpose of determining eligibility for unpaid parental leave in accordance with [clause 47](#) (Parental leave).

Procedures

- S7.6 Subject to [clause 22](#) (Eligibility for casual general staff conversion), the staff member may apply to the University for conversion of his or her casual appointment to a continuing, continuing (contingent funded) or fixed term appointment. The staff member's application for conversion must be in writing. The University must decide to either:
- (a) accept the application and offer the staff member a non-casual appointment; or
 - (b) reject the application.
- S7.7 The offer of conversion will constitute an offer of a contract of employment and will be consistent with [clause 26](#) (Contracts of employment other than senior management contracts). If the University rejects the application, it must provide the staff member with written reasons for rejecting it.
- S7.8 A staff member whose application for conversion has been rejected may seek a review of the decision under [clause 71](#) (Review of decisions) within 10 working days of the written notification of rejection.
- S7.9 A staff member whose application for conversion is rejected is not entitled to apply again within 12 months if:
- (a) the staff member has not sought a review of the decision within 10 working days of notification of the rejection of the application for conversion; or,
 - (b) following the processes provided for in [clause 71](#) (Review of decisions), the decision has been upheld.
- S7.10 A staff member may apply again within 12 months if the initial rejection was solely based upon the ground set out in S7.1(e) (above), and that ground ceases to apply.

Schedule 8 - Application of supported wage system for staff member with a disability

S8.1 A staff member who:

- (a) is unable to perform the range of duties to the competence level required within the class of work for which the staff member is engaged, as defined by the ANU Officer levels, because of the effects of a disability on their productive capacity; and
- (b) meets the impairment criteria for receipt of a Disability Support Pension;

may be employed in accordance with the provisions of this clause.

S8.2 This clause does not apply to:

- (a) an existing staff member who has a claim against the University which is subject to the provisions of workers' compensation legislation; or
- (b) any provision of this Agreement relating to the rehabilitation of staff members who are injured in the course of their current employment.

S8.3 For the purposes of this clause, the following definitions will apply:

- (a) 'Supported Wage System' means the Commonwealth government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process";
- (b) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the supported wage system;
- (c) 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme;
- (d) 'Assessment instrument' means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

S8.4 A staff member to whom this clause applies will be paid in accordance with [Schedule 3](#) (Salaries).

S8.5 For the purpose of establishing the percentage of the salary rate to be paid to a staff member, the productive capacity of the staff member will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- (a) the University and the unions party to this Agreement, in consultation with the staff member; or
- (b) the University and an accredited assessor from a panel agreed by the parties to this Agreement and the staff member.

- S8.6 The assessment instrument, including the percentage of the salary rate to be paid to the staff member, will be lodged by the University with the Registrar of the Australian Industrial Relations Commission.
- S8.7 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessment capacity under the supported wage system.
- S8.8 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Staff members covered by the provisions of this clause shall be entitled, on a pro-rata basis, to the same terms and conditions of employment as all other staff members covered by this Agreement.
- S8.9 The University, when wishing to employ a person under the provisions of this clause, will take reasonable steps to make changes in the workplace to enhance the staff member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other staff in the area.

S8.10 Trial period

- S8.10.1 In order to make an adequate assessment of the staff member's capacity, the University may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- S8.10.2 During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a standard employment relationship shall be determined.
- S8.10.3 The amount payable to the staff member during the trial period will be not less than 10% of the prescribed salary rate.