# **ANU** staff conditions

ANU staff conditions are outlined in the ANU Enterprise Agreement

This document is a summary of the employment conditions relating to salary, benefits, working hours and leave entitlements.

## Academic staff salary schedule

Classification and Step	Rate at 8/07/2010 (2%)	Rate at 7/07/2011 (3.5%)	Rate at 5/07/2012 (4.5%)
A2	\$56,113	\$58,077	\$60,690
A4	\$61,854	\$64,019	\$66,900
A6	\$66,514	\$68,842	\$71,940
A8	\$71,178	\$73,669	\$76,984
B2	\$77,455	\$80,166	\$83,773
В4	\$82,834	\$85,733	\$89,591
В6	\$88,212	\$91,299	\$95,407
C2	\$93,589	\$96,865	\$101,224
C4	\$98,970	\$102,434	\$107,044
<b>C</b> 6	\$104,348	\$108,000	\$112,860
D2	\$112,413	\$116,347	\$121,583
D4	\$119,586	\$123,772	\$129,342
D5**	\$123,074	\$127,382	\$133,114
E1	\$139,311	\$144,187	\$150,675
E2	\$147,739	\$152,910	\$159,791

<sup>\*\*</sup> Step 5 of the Level D (D5) salary structure will be paid only to Senior Fellows appointed before 23 July 1991.

# General staff salary schedule

Classification and Step		Rate at 8/07/2010 (2%)	Rate at 7/07/2011 (3.5%)	Rate at 5/07/2012 (4.5%)
ANU Officer 2				
	1	\$40,766	\$42,193	\$44,092
	2	\$41,761	\$43,223	\$45,168
	3	\$42,672	\$44,166	\$46,153
ANU Officer 3				
	2	\$44,339	\$45,891	\$47,956
	3	\$45,929	\$47,537	\$49,676
	4	\$47,516	\$49,179	\$51,392
	5	\$49,204	\$50,926	\$53,218
ANU Officer 4				
	1	\$49,501	\$51,234	\$53,540
	2	\$51,191	\$52,983	\$55,367
	3	\$52,897	\$54,748	\$57,212
	4	\$53,795	\$55,678	\$58,184
ANU Officer 5				
	2	\$54,959	\$56,883	\$59,443
	3	\$56,648	\$58,631	\$61,269
	4	\$58,438	\$60,483	\$63,205
	5	\$60,221	\$62,329	\$65,134
ANU Officer 6				
	2	\$62,110	\$64,284	\$67,177
	4	\$65,086	\$67,364	\$70,395
ANU Officer 7				
	2	\$68,366	\$70,759	\$73,943
	4	\$71,937	\$74,455	\$77,805

Classification and Step	Rate at 8/07/2010 (2%)	Rate at 7/07/2011 (3.5%)	Rate at 5/07/2012 (4.5%)
ANU Officer 8			
2	\$77,296	\$80,001	\$83,601
4	\$82,857	\$85,757	\$89,616
Senior Manager 1			
1	\$88,417	\$91,512	\$95,630
2	\$92,781	\$96,028	\$100,349
Senior Manager 2			
1	\$99,709	\$103,199	\$107,843
Senior Manager 3			
1	\$109,026	\$112,842	\$117,920
Senior Manager 4			
1	\$119,719	\$123,909	\$129,485
Senior Manager 5			,
1	\$131,176	\$135,767	\$141,877

## **Superannuation** (Clause 25 of the ANU Enterprise Agreement 2010-2012)

- **25.1** The University will maintain employer superannuation contributions to UniSuper for all eligible current and new staff
- **25.2** The University will maintain employer superannuation contributions to the Commonwealth Superannuation Scheme (CSS) and the Public Service Superannuation Scheme (PSS) for all eligible current staff who are pre-existing ANU members of these schemes.
- **25.3** Full and part time staff members on continuing or continuing (contingent funded) appointments are eligible for UniSuper membership and entitlements.
- **25.4** Subject to <u>clause 34</u> (Continuity of Service), full time and part time staff members on fixed-term appointments of 12 months or more, or who have 12 months continuous service are eligible for UniSuper membership and entitlements. The University will not set the term of a fixed term appointment with the aim of avoiding the payment of 17% superannuation contributions.
- **25.5** The University will pay 17% of salary to UniSuper for all current and new staff who are eligible to be members of UniSuper and eligible for a 17% employer superannuation contribution as at the date of certification of this Agreement. Further, the University is committed to making a total contribution at the level of 17% towards the benefits available to such staff even if the UniSuper Trust Deed, and/or the Deed of Covenant between UniSuper and the University and/or the TESS Award 1988, are varied.
- **25.6** Subject to <u>clause 25.4</u> (above), fixed term staff and casual staff are eligible for the prescribed Superannuation Guarantee rate if their pay meets the entitlement threshold for provision of superannuation and the superannuation payable will be based on their pay, inclusive of the casual loading.
- **25.7** The University will maintain existing arrangements with UniSuper for current and new staff members who are not eligible for a 17% UniSuper employer superannuation contribution. This will include the payment of the Superannuation Guarantee component, of any amount, which will be paid to UniSuper.
- **25.8** Should any amendments to CSS or PSS make it possible during the life of this Agreement for employee members to reduce their contributions, the parties will hold discussions on the possibility of increasing the flexibility of employee contributions to CSS and PSS. The University will ensure that it maintains adequate employer provision for those staff who are members of CSS and PSS.
- **25.9** The salary upon which contributions are calculated shall be no less than as defined in the UniSuper Trust Deed and shall include the rates payable to casual employees.
- **25.10** Where a staff member salary sacrifices under <u>clause 26</u> (salary sacrificing and deductions), the employer contribution will be based on the staff member's pre-sacrificed salary.
- **25.11** Where a staff member who currently receives 17% employer contributions decides to reduce their employee contributions under the Contribution Flexibility provisions, the University will maintain the employer contributions at 17%.
- **25.12** A staff member of the UniSuper Defined Benefit Division may apply to the University to make payments to UniSuper to cover their member contributions and the employer contributions (which does not include the 3% productivity payment) for periods of authorised leave without pay.
- 25.13 The University may exercise its options under the UniSuper Deed of Covenant for the 5% flexibility in coverage and contribution level.

## **Annual leave** (Clause 35 of the ANU Enterprise Agreement 2010–2012)

#### **General staff**

- **35.1** General staff, other than casuals, shall be entitled to 20 working days per year (pro-rata) annual leave for each completed 12-month period. Annual Leave accruals shall be uncapped. Leave will be calculated on a fortnightly basis from commencement of employment. All unused leave entitlements will be paid out on termination.
- **35.2** In addition to the general entitlement in <u>clause 35.1</u> the following categories of staff are entitled to additional leave per year accrued on a fortnightly basis as follows:

	Additional leave
Category	
General staff employed at the Siding Spring observatory, Coonabarabran	2 days per year
12 hour security staff	10 days per year
General staff on permanent rotating shifts	5 days per year
General staff employed at Warramunga Seismic Array Unit	7 days per year
General staff employed at the North Australia Research Unit	5 days per year

**35.3** Annual leave accrual of more than 2 years entitlement will be regarded as excess leave for the purposes of this clause. Where a general staff member has accrued in excess of 2 years annual leave entitlement, and has not applied for leave which will eliminate the excess, the supervisor will notify the staff member that leave must be taken at a mutually agreed time within the next 6 months. The amount of leave to be taken, which includes that accrued during the notice period, must be sufficient to reduce the general staff member's excess leave to below the 2 years annual leave entitlement.

#### **Academic staff**

- **35.4** Academic staff, other than sessional or casual academic staff, shall be entitled to 20 working days per year (prorata) annual leave for each completed 12-month period. Annual leave accruals shall be uncapped. Leave will be calculated on a fortnightly basis from commencement of employment. All unused leave entitlements will be paid out on termination.
- **35.5** Academic staff will normally be required to take their full yearly annual leave entitlement during December to January each year, unless another period is approved by the delegate and the period is recorded in the University's HR system. In the absence of an alternative period being approved by 1 December each year, the staff member will be rostered on leave for the balance of their current full year's leave entitlement (excluding any previous accrual) from the first working day in the following January and their annual leave balance reduced accordingly.
- **35.6** An academic may also have leave approved on the University's HR system to allow them to carry forward one year's accrual to the next calendar year. The dates for such leave may be changed to suit the requirements of the staff member and the work area. The staff member and the supervisor must agree such changes.
- **35.7** Annual leave accrual of more than of 2 year's entitlement will be regarded as excess leave for the purposes of this clause. Where an academic staff member has accrued in excess of 2 year's annual leave entitlement, and has not applied for leave which will eliminate the excess, the supervisor will notify the staff member that leave must be taken at a mutually agreed time within the next 6 months. The amount of leave to be taken, which includes that accrued during the notice period, must be sufficient to reduce the academic staff member's excess leave to below the 2 year's annual leave entitlement.

## Personal leave (Clause 36 of the ANU Enterprise Agreement 2010–2012)

- **36.1** Other than casual employees, personal leave is provided for the following circumstances:
  - sick leave for all staff members for recovery from personal illness;
  - carer's leave for all staff members to care for an immediate family member who is ill, injured, incapacitated, or
    to provide related care for a medical condition subject to a medical practitioner's certificate;
  - bereavement leave for an immediate family member;
  - cultural leave; or
  - other compassionate or appropriate grounds as determined by the delegate.
- **36.2** For the purpose of personal leave the term "immediate family member" means the staff member's partner including spouse, de facto and same sex partner, child, including the child of the staff member's partner, parent including parent of the staff member's partner, sibling, grandparent, or grandchild.
- **36.3** A staff member is entitled to personal leave on full pay at the rate of:

Category	Entitlement
Full time continuing staff member, continuing contingent funded or fixed-term	20 days per year (cumulative)
staff member (over 6 months) in the 1st to 3rd year of service	
Full time continuing, continuing contingent funded or fixed-term staff member	25 days per year (cumulative)
after the 3rd year of service	
Fixed term staff (6 months or less)	10 days on appointment
Part time staff member	Accrue on a pro rata basis (cumulative)
Casual staff	No entitlement

- **36.4** All personal leave is cumulative.
- **36.5** On commencement a staff member will be credited with the 1st year's entitlement. 2nd and subsequent year's entitlement accrues throughout the year and available on the anniversary of appointment.
- **36.6** Where reasonable circumstances exist, the delegate may approve a staff member taking part of their personal leave entitlement as additional days on a half pay basis.
- **36.7** As at 19 December 2008, academic staff accrue personal leave in accordance with <u>clause 36.3</u>. All existing academic staff at that time were provided with a one-off additional personal leave credit of 15 days per year for each year of service, provided that where a staff member or their supervisor established that significant personal leave had been already taken, the additional personal leave credit may be varied accordingly. Should this leave credit be insufficient to cover an extended period of personal leave, a staff member is able to make an application to the Director Human Resources for assistance during his or her illness in line with <u>clause 36.10</u>.
- **36.8** All staff must submit an application for all periods of leave taken under personal leave.
- **36.9** A medical certificate is required for absences in excess of 5 consecutive days or 3 or more days for staff employed on 12-hour shifts. Where considered warranted, the delegate may require a medical certificate for any future absence(s).
- **36.10** A seriously ill staff member who has used all of his or her personal leave credits and who is suffering substantial hardship may apply to Director Human Resources for assistance during his or her illness.
- **36.11** Applications for personal leave for the purpose of attending a significant cultural event in accordance with <u>clause 36.1</u> will normally be submitted 4 weeks prior to leave to allow the work area to make appropriate staffing arrangements to cover the absence if necessary.

## Parental leave (Clause 37 of the ANU Enterprise Agreement 2010–2012)

37.1 A staff member with 12 months continuous service, who is not a casual staff member, shall be entitled to parental leave in accordance with this clause. A fixed term staff member will not be entitled to parental leave beyond the expiry of their contract.

#### 37.2 For the purpose of this clause:

**Child** means a child (or children from a multiple birth) born to a staff member or a staff member's partner; or a child who is placed with a staff member through an adoption process and/or legal guardianship.

Parental leave means an unbroken period of adoption leave, maternity leave or partner leave.

Partner leave means leave taken by a staff member in accordance with this clause.

**Primary care giver** means the child's parent who has the dedicated responsibility for the day-to-day care of the child. **Partner** includes a current or former (except for Adoption leave) husband or wife, de facto partner or same sex partner.

37.3 A staff member who becomes pregnant is entitled to up to 52 weeks parental leave as set out in the following table:

Provision	Entitlement	Condition
Paid maternity leave	20 weeks to normally commence	Later commencement date possible if fit for duty
		supported by a medical certificate.
		Birth mother or where both parents are staff members,
		the birth mother's partner, provided he/she is the
Unpaid parental leave		primary caregiver of the child.
	year that has not been taken as	
	any form of paid parental leave.	Leave after the first 14 weeks may be shared between
		the birth mother and her partner but not thereby
		increasing total of leave taken. Leave may be taken
		concurrently, subject to providing declaration to the
		delegate in relation to eligibility.

### **Adoption leave**

37.4 A staff member who adopts a child is entitled to up to 52 weeks adoption leave. The basic entitlements and conditions for adoption leave are as set out in the following table:

Provision	Entitlement	Condition
Paid adoption leave	20 weeks from date of	The staff member is the legal parent and the child's
for care of adopted child.	placement of the child, on full or	primary care-giver. The child must be at placement less
	part pay	than five years of age, not a step-child of staff member
Unpaid adoption leave for		or partner, and not previously lived continuously with
care of adopted child.		the staff member for 6 months or more. Leave may be
	not been taken as paid adoption	shared between the parents but not thereby increased
	leave.	in total or taken concurrently.

#### Career re-entry assistance

37.5 In addition to parental leave and adoption leave entitlements above; a staff member is entitled to career re-entry assistance. The basic entitlements and conditions for career re-entry assistance are as set out in the following table:

Provision	Entitlement	Condition
Career re-entry assistance	1 '	Available to a staff member to facilitate their return to work, which may be taken during or after the 52 week parental or adoption leave period and up to the child's second birthday.
	paid and/or unpaid parental leave to be the primary care giver to the child (by birth or	Subject to agreement with the delegate and taking into account operational reasons of the area the following assistance may be taken up by staff but is not limited to: 6 weeks paid leave taken in full or in agreed periods Agreed graduated return to work program; Agreed staff development opportunities such as funding

the staff member was the birth	or time release for work related conferences or study;
mother.	Funding for maintaining or re-establishing staff
	member's career;
	Paid time release for facilitating care arrangements
	and/or for breastfeeding; or
	Other career support activities or variations of leave up
	to the 6 weeks leave or the value of 6 weeks leave.
	Such requests should not be unreasonably refused.

37.6 A staff member whose partner becomes pregnant or a staff member who is not the primary care-giver of an adopted child is entitled to leave as set out in the following table:

Provision	Entitlement	Condition
·	, , ,	Partner of birth mother or one of two adoptive parents, but not primary caregiver.

## **Long service leave** (Clause 41 of the ANU Enterprise Agreement 2010–2012)

- 41.1 A continuing, continuing (contingent funded) or fixed term staff member will accrue long service leave at the rate of 13 weeks for the first 10 years of continuous paid service and thereafter accrue on a pro-rata basis.
- 41.2 A staff member may take all or part of their accrued long service leave entitlement upon accrual of 13 weeks long service leave (that is, after 10 years' continuous paid employment). Accrued long service leave may subsequently be taken at any time subject to notification, minimum period requirements and the University's operational requirements.
- 41.3 The normal minimum period of long service leave which may be taken is 1 week subject to any exceptions stated below.
- 41.4 Nothing prevents a staff member making an application to the Director Human Resources to:
  - Cash out part of their long service leave due to hardship.
  - Have the long service leave payment made in a manner assisting the staff member with a lifestyle change of their choice, e.g. working four (4) days a week and being paid one (1) days long service leave on a weekly basis for a defined period.
- 41.5 A staff member who has accrued more than 13 weeks' long service leave entitlement may apply for payment in lieu of that part of the accrual which is in excess of 13 weeks provided that:
  - the payment is made in association with the staff member taking a minimum of 2 weeks' annual or long service leave: or
  - the payment is made to assist in a career objective, requiring absence from the campus in excess of 3 weeks.
  - a payment in lieu of long service leave will be based on the salary of the staff member at the time of payment.
- 41.6 For the purposes of long service leave, the salary will include:
  - higher duties allowance at the rate in force at the date of commencement of the leave or date of payment, provided that the staff member has performed the higher duties for at least 12 months at the date of commencement of leave or the date of payment; and
  - long service allowance at the rate in force at the date of commencement of leave or the date of payment.
- 41.7 Payments in lieu made under <u>clause 41.5</u> are not superannuable nor does the cashed out period count as service.
- 41.8 A staff member may, subject to the operational requirements of the University, take extended leave long service leave on half pay (instead of a shorter period on full pay).
- 41.9 Subject to the conditions governing annual leave, a staff member may add to the period of absence on long service leave:
  - annual leave; and
  - a public holiday which falls within or adjoins the long service leave period.
- 41.10 A staff member who becomes ill during a period of long service leave, and that illness is substantiated by a medical certificate, may apply to have his or her long service leave entitlement re-credited for the period covered by the medical certificate where he or she takes the personal leave provided for in <u>clause 36</u> (Personal leave).

#### Pro-rata leave for part time staff members

41.11 Where a staff member works part time for part or all of the period of employment, he or she will be paid long service leave entitlements pro rata, based on the full time salary at the time of leave, for the period of leave having regard to employment over the 10 year qualifying period.

#### Long service leave notice periods

- 41.12 Where a staff member gives not less than 6 months' notice, the time of taking long service leave will be at his or her choosing, unless the University establishes in exceptional circumstances that arrangements cannot reasonably be put in place that would allow the leave to be taken at the requested time.
- 41.13 Where a staff member gives less than 6 months' notice, an application for long service leave will be considered subject to the operational requirements of the University.

This notice period does not apply where a staff member applies for long service leave during a period of approved unpaid parental leave.

41.14 A staff member who has accrued more than 19.5 weeks' long service leave entitlements may be required, on 12 months' written notice, to take up to 13 weeks of such leave at a time convenient to the University, except for a staff member who has given written notice of his or her intention to retire must not be required to take long service leave within 24 months of retirement.

#### Pay-out on cessation of employment

41.15 A staff member who ceases employment before accruing 13 weeks' long service leave will be entitled to payment equivalent to salary for the period of accrued leave if his or her period of continuous employment is not less than the relevant minimum qualifying period specified in the following table:

Circumstances	Minimum qualifying period (yrs)
Retirement; Redundancy; Ceasing employment on the grounds of ill health; Cessation of a continuing (contingent funded) appointment in circumstances where the staff member would be entitled to severance pay in accordance with clauses 53.13 – 53.15 (Continuing (contingent funded) appointments -	4
notice periods and eligibility for severance payments); Expiry of a fixed term appointment in circumstances where the staff member would be entitled to severance pay in accordance with clause 54 (Eligibility for severance payments – fixed term staff); or, Death in service	
Resignation, dismissal	7

## Hours of work (Clause 18 of the ANU Enterprise Agreement 2010-2012

The ordinary number of hours of work (exclusive of meal breaks) required for a full time, general staff member will be 35 hours per week except for the following:

	38 hours per week - may take rostered days off (RDO) by agreement with the University, in accordance with their hours worked and University policy and procedure.
Night assistants at Mt Stromlo or	70 hours per fortnight from commencement of night work in accordance with
Siding Spring Observatories	clause 19.2 below.
12 hour security staff	80 hours per fortnight averaged over the roster period

# Entitlement to breaks (Clause 20 of Enterprise Agreement 2010-2012)

**20.1** Staff members are entitled to breaks for meals, morning/afternoon tea, safety and changing time for purpose of washing and changing in accordance with the following table.

Type of break	Qualification	Entitlement	Condition
1	General staff	Not less than 30 minutes after 5 consecutive hours of work	Meal break does not count as time worked
	Shift worker	Not less than 20 minutes during the first 5 hours of shift	Meal break is counted as time worked
	2 hours overtime continuing after completing ordinary hours of work	Additional break not more than 1 hour and meal allowance at rate specified in clause 27.20	Meal break does not count as time worked
Теа	General staff	10 minutes each morning and afternoon	Tea breaks counted as time worked except where local agreements supersede.
Safety	When emergency work is undertaken or overtime worked in technical or similar areas	20 minutes on completion of every 4 hours of work	Safety breaks counted as time worked
Changing Time for purpose of washing and changing	Where working conditions require	5 minutes prior to breaks and completion of work	Counts as time worked – local agreements may supersede.