

WORKPLACE RELATIONS ACT 1996

**NATIONAL AGEING RESEARCH INSTITUTE Inc
EMPLOYEE COLLECTIVE AGREEMENT**

(Made pursuant to Part 8 of the *Workplace Relations Act 1996*)

Health Research
Melbourne November 2008

PART 1 - APPLICATION

1. TITLE

This Agreement shall be known as the **National Ageing Research Institute Inc Collective Agreement 2008**.

2. ARRANGEMENT

This Agreement is arranged as follows:

<u>Subject matter</u>	<u>Clause number</u>
Part 1 - Application	
Title	1
Arrangement	2
Definitions	3
Incidence of agreement	4
Date and Period of Operation	5
No Extra Claims	6
Variations to Agreement	7
Part 2 - Appointment of Employees	
Employment Categories	8
Types of Employment	9
Contracts of Employment	10

Part 3 - Hours of Work and Breaks

Hours of work	11
Meal intervals and Rest intervals	12

Part 4 – Leave of Absence and Public Holidays

Annual Leave	13
Public Holidays	14
Personal Leave	15
Parental leave	16
Long Service Leave	17
Jury Service	18
Unpaid Leave	19

Part 5 - Superannuation

Superannuation	21
----------------	----

Part 6 – Salaries and Loadings

Classification structure & rates of pay	22
Payment of wages	23
Overtime / Time off in lieu	24
Salary Packaging	25

Part 7 – Ceasing Employment

Termination of Employment	26
Redundancy	27

Part 8 – Dispute Resolution

Anti-discrimination	28
Introduction of Change	29
Grievance and Disciplinary Procedures	30

3. DEFINITIONS

3.1 Agreement shall mean the National Ageing Research Institute Inc. Collective Agreement 2008.

3.2 Commission shall mean the Australian Industrial Relations Commission.

3.3 Employee means a person employed subject to this Agreement on either a full-time, part-time, or casual or casual sessional basis and includes a person employed on a fixed term basis.

3.4 Employer shall mean the National Ageing Research Institute (“Institute ”)

4. INCIDENCE OF AGREEMENT

4.1 This Agreement shall apply to and be binding on:

4.1.1 National Ageing Research Institute; and

4.1.2 Those employees who are employed at the National Ageing Research Institute who perform the job roles set out in classifications listed in clause 22 of this Agreement.

5. DATE AND PERIOD OF OPERATION

This Agreement shall commence on and from the date of lodgement with the Workplace Authority and remain in force for a period of three (3) years.

6. NO EXTRA CLAIMS

The employees and the employer bound by this Agreement acknowledge that this Agreement has been freely negotiated through an inclusive and consultative process. In these circumstances the parties further acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

7. VARIATIONS TO THE AGREEMENT

Subject to Part 8, Division 8 of the *Workplace Relations Act* 1996, the Agreement can be varied only as agreed to by the parties.

PART TWO – APPOINTMENT OF EMPLOYEES

8. EMPLOYMENT CATEGORIES

8.1 Employees under this Agreement may be employed in any one of the following categories:

8.1.1 full-time employees;

8.1.2 part-time employees;

8.1.3 casual employees;

8.1.4 fixed term or purpose employees.

8.2 At the time of engagement the employer shall inform each employee in writing of the terms of their engagement, and in particular, whether they are to be full-time, part-time, casual or fixed term.

8.3 Employees are appointed to one of three main areas of work:

8.3.1 Administrative and General Staff

8.3.2 Research and Academic Staff

8.3.3 Senior Management Staff

9. TYPES OF EMPLOYMENT

The employer may employ a staff member on a continuing full time or part time, fixed-term, or casual basis.

9.1 Full-time employees

9.1.1 A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours or an average of 38 hours as per clause 11 - hours of work, at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer.

9.2 Part-time employees

9.2.1 A part-time employee is a person who:

- (a)** works less than full-time hours of 38 per week (or less than 76 hours in a fortnight or 152 hours in a four-week period); and
- (b)** has reasonably predictable hours of work; and
- (c)** is not a casual/sessional employee.

A part-time employee receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

9.2.2 An employee who does not meet the definition of a part-time employee and who is not a full-time or sessional employee shall be paid as a casual employee in accordance with sub-clause 9.3.

9.2.3 Regular part-time employees shall be paid per hour worked an amount equal to one thirty-eighth of the weekly wage rate appropriate to the employee's classification.

9.2.4 Payment in respect of any period of personal leave (where an employee has accumulated an entitlement) shall be on a pro rata basis

made according to the number of hours the employee would have worked on the day or days on which the leave was taken, so as not to reduce the employee's wage below that level which such employee would have received had the employee not been absent.

- 9.2.5** The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a pro rata basis.
- 9.2.6** Any period of annual leave, long service leave, sick leave and paid parental leave to which an employee is entitled shall accrue on a pro rata basis according to the number of hours worked on average over the past twelve months.

9.3 Casual employees

- 9.3.1** A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party but does not include an employee who could be properly classified as full-time or part-time.

A casual employee shall be paid for all work done an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 25 percent.

- 9.3.2** The provisions of clauses 13 - Annual Leave, 15 - Personal Leave and 27 - Termination, shall not apply in the case of a casual employee.

9.4 Fixed term employment

- 9.4.1** A fixed term employee may be engaged to work on either a full-time or part-time basis:

9.4.1(a) for the completion of a specified task(s) or project; or,

9.4.1(b) for a specified period of time.

- 9.4.2** This agreement shall apply to a fixed term employee except to the extent that the agreement expressly provides that it does not apply.

- 9.4.3** When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment.

9.5 Probationary employment

All Employees, with the exception of casual employees, will be subject to a three (3) month probationary period. During the probationary period, either party may terminate the contract of employment by the provision of one (1) week's notice or the payment, in the case of the Employer, or the forfeiture of monies owed, in the case of the Employee, in lieu of notice.

10. CONTRACTS OF EMPLOYMENT

Upon commencement each employee shall receive a letter of appointment containing the information set out in Appendix 1 and a Position Description.

PART THREE – HOURS OF WORK AND BREAKS

11.1 The hours for an ordinary week's work for administrative employees shall be 38, or be an average of 38 per week in a fortnight, or in a four week period of 152 hours to be worked in any arrangement of shifts as agreed between the employer and employee. Employees may be required to work reasonable additional hours.

11.2 The spread of hours shall be from 7.00am to 7.00pm Monday to Friday or as otherwise agreed between the parties.

11.3 Professional and academic/research staff will be required to work the reasonable hours necessary to complete their tasks. In the event that workload becomes an issue such an employee should raise the issue with his or her manager and the issue will be addressed. In the event that the issue is not addressed to the satisfaction of the employee then the employee should trigger the grievance procedure in this agreement to resolve the issue.

12. MEAL INTERVALS AND REST INTERVALS

12.1 Meal intervals

12.1.1 Except as provided in 12.1.2, a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed to each employee after not more than five hours of work on one day. Such meal interval shall not be counted as time worked.

12.1.2 Where an employee is required by the employer to remain available for work during the meal break, the meal break shall be counted as ordinary time worked.

12.2 Rest intervals

At a time suitable to the employer, two rest intervals of ten minutes each shall be given to all employees during each day or rostered shift every morning and afternoon. Such rest break shall be counted as time worked.

PART FOUR - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

13. ANNUAL LEAVE

13.1 Period of leave

An employee, other than a casual employee, shall be entitled to four weeks annual leave on ordinary pay. Annual leave will accrue on a pro rata basis and be credited on a fortnightly basis.

13.2 Annual leave exclusive of public holidays

The annual leave prescribed in 13.1 shall be exclusive of any of the holidays prescribed in clause 14 - Public holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day on which would but for the annual leave have been an ordinary working day for the employee there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

13.3 Part-time entitlement

13.3.1 A part-time employee shall be entitled to annual leave on a pro-rata basis of the leave prescribed in clause 13.1 for a full-time employee.

13.4 Termination of employment

13.4.1 An employee terminating employment during the year shall be entitled to be paid out their annual leave as accrued on a pro rata basis. annual leave payout.

13.4.2 All accrued annual leave including leave loadings shall be paid out at the current ordinary rate on termination.

13.5 Time of taking leave

13.5.1 Annual leave shall be given or taken at a mutually agreed time as determined between the employee and their manager.

13.5.2 A minimum of one month's notice shall be given by the employee or the employer before going on annual leave.

13.5.3 Payment shall not be made by an employer to an employee in lieu of annual leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.

13.5.4 Annual leave should normally be taken in minimum blocks of one week however, occasionally short leave of one or two days may be approved. If annual leave accrues in excess of eight weeks then the employee and employer will enter into an agreement for the employee to take leave so as to reduce such accrual to no more than four weeks.

13.5.5 Accrued paid annual leave entitlements (and any ADOs if applicable) must be exhausted prior to applications for unpaid leave being considered by the Employer. The granting of unpaid leave is at the Employer's discretion.

13.6 Annual Leave Loading

In addition to annual leave entitlement all employees shall be entitled to an annual leave loading of 17½%.

13.7 Calculation of Continuous Service

13.7.1 For the purposes of this agreement a year of employment shall be deemed to be unbroken notwithstanding:

13.7.1(a) any annual leave, long service leave, paid personal leave, paid parental leave, paid jury service leave, paid study leave, paid sabbatical leave or paid compassionate leave taken therein;

13.7.1(b) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

13.7.1(c) any absence from work of not more than fourteen days in the year of employment on account of accident or illness on unpaid sick leave or make-up pay,

13.7.1(d) any absence on account of leave (other than leave, listed at 13.7.1(a)) granted imposed or agreed to by the employer;

13.7.1(e) any absence on any other account not involving termination of employment.

and in calculating a year of employment, absences of a kind mentioned in clauses 13.7.1(a), 13.7.1(b) or 13.7.1(c) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in clauses 13.7.1(d), and 13.7.1(e) it will be necessary for the

employee as part of his or her qualification for annual leave to serve such additional period as equals the period of such absences.

13.8 Illness while on annual leave

13.8.1 Where an employee becomes sick whilst on annual leave and is sick when he or she would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then those days specified in the certificate occurring during the period of annual leave shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his or her annual leave entitlement.

13.8.2 The amount of leave loading for any period of annual leave converted into sick leave in accordance with 13.8.1 shall be deducted from any future entitlement to annual leave loading, or if the employee resigns, from termination pay.

14. PUBLIC HOLIDAYS

14.1 An employee shall be entitled to holidays on the following days:

New Year's Day, Good Friday, Easter Monday, Easter Tuesday, Christmas Day, Boxing Day; Australia Day, Anzac Day, Queen's Birthday and the workdays falling between Boxing Day and New Year's Day, (in lieu of Labour Day and Cup Day) and any other public holidays proclaimed by the government in this period.

15. PERSONAL LEAVE

15.1 Paid personal leave is available to an employee when absence is due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family (parents, step-parents, siblings, spouse or partner, children, step-children, foster children, in-laws, sibling in-laws, grandparents, great grandparents, step-great grandparents, grandchildren, aunts, uncles, nieces, and nephews) or household member that is sick and requires the employee's care and support (carer's leave) or;
- because of bereavement on the death of an immediate family or household member (bereavement leave).

15.2 The amount of paid personal leave to which an employee is entitled is set out below under provisions dealing with the types of personal leave described above.

15.3 Sick Leave

15.3.1 In the event of an employee becoming sick and unfit for duty (a certificate of a legally qualified medical practitioner or a Statutory Declaration signed by the employee shall be satisfactory evidence of sickness), the employee shall be entitled to sick leave on full pay:

15.3.1(a) Full-time employees

Twelve (12) working days in each year.

15.3.1(b) Part-time employees

On a pro rata basis corresponding to their year of service, and weekly hours as it relates to full-time employee

15.3.2 Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness as provided in 15.3.1 on not more than three occasions in any one year of service. An employee shall not be entitled to the benefit should s/he fail to notify the employer as early as possible in the morning on the day of such absence.

15.3.3 Provided further that an employee's entitlement to payment for sick leave upon production of a Statutory Declaration shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days duration.

15.3.4 If the full period of sick leave as prescribed in 15.1 hereof is not taken in any one year, such portion as is not taken shall be cumulative from year to year.

15.3.5 The employer shall not terminate the service of an employee during the currency of any period of sick leave, with the object of avoiding his/her obligations under this clause.

15.4 Bereavement/ Compassionate Leave

15.4.1 An employee shall on notice be entitled:

15.4.1(a) on the death or serious illness within Australia of a spouse including a de facto spouse, same-sex partner, father, mother, brother, sister, child, step-child, mother-in-law, father-in-law, grand-parent, grand-child or next of kin;

15.4.1(b) on the death outside of Australia of a spouse including a de factor spouse, same-sex partner, father, mother, brother, sister, child or next of kin;

to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Proof of such death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of the employer.

15.4.2 Provided further that this clause shall have no effect while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

15.5 Carer's Leave

15.5.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, up to five days (comes off their sick leave entitlement) per annum for absences to provide care and support for such person when they are ill.

15.5.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

15.5.3 The entitlement to use sick leave in accordance with this clause is subject to:

15.5.3(a) the employee being responsible for the care of the person concerned; and

15.5.3(b) the person concerned being either:

15.5.3(b)(i) a member of the employee's immediate family; or

15.5.3(b)(ii) a member of the employee's household.

15.5.4 The term **immediate family** includes:

15.5.4(a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A defacto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife or same sex partner of that person although not legally married to that person; and

15.5.4(b) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

15.5.5 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the

person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer of such absence at the first opportunity on the day of absence.

15.5.6 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

16. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity / support and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees or sessional employees.

An eligible casual employee means a casual employee:

- (a) employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause '**continuous service**' is work for an employer on a regular and systematic basis.

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

16.1 Definitions

16.1.1 For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has

previously lived continuously with the employee for a period of six months or more.

16.1.2 Subject to 16.1.3 in this clause, **spouse** includes a de facto or former spouse including same-sex partner or former partner.

16.1.3 In relation to 16.5, **spouse** includes a de facto spouse or same-sex partner but does not include a former spouse or former same-sex partner.

16.2 Basic entitlement

16.2.1 After 12 month's continuous service, parents shall be entitled to a combined total of 52 weeks unpaid and paid parental leave on a shared basis in relation to the birth or adoption of their child. For pregnant females maternity leave may be taken and for males and supporting female partner's paternity / support leave may be taken.

16.2.1(a) Pregnant females are entitled to eight (8) weeks of leave on full pay over a period spanning the birth of a child. Such employees may opt to take paid leave at half pay over double the period of time.

16.2.1(b) Males and supporting females are entitled to 5 days on full pay around the time of the birth of the child.

16.2.2 Subject to 16.3.6, parental leave shall be available to only one parent at a time, except that both parents may simultaneously take:

16.2.2(a) for maternity leave and paternity / support leave, a period of 5 days which need not be taken consecutively;

16.2.2(b) for adoption leave, a period of up to three weeks at the time of placement of the child.

16.3 Maternity leave

16.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

16.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks written notice;

16.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks written notice.

- 16.3.2** When the employee gives notice under 16.3.1(a) the employee shall also provide a statutory declaration stating particulars of any period of paternity / support leave sought or taken by her spouse and that for the period of maternity leave she shall not engage in any conduct inconsistent with her contract of employment.
- 16.3.3** An employee shall not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 16.3.4** Subject to 16.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time during her pregnancy. Provided that an employer may, by giving fourteen days' notice in writing to a female employee, require her to commence maternity leave at any time within six weeks immediately prior to the expected date of birth.
- 16.3.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

16.3.6 Special maternity leave

- 16.3.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 24 weeks other than by the birth of a living child, the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 16.3.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 16.3.6(c)** Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, shall not exceed 52 weeks.
- 16.3.7** Where leave is granted under 16.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

16.4 Paternity / Support leave

16.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity / support leave with:

16.4.1(a) a certificate from a registered medical practitioner which names his/her spouse or partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

16.4.1(b) written notification of the dates on which s/he proposes to start and finish the period of paternity / support leave; and

16.4.1(c) a statutory declaration stating:

16.4.1(c)(i) s/he will take that period of paternity / support leave to become the primary care-giver of a child;

16.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his/her spouse; and

16.4.1(c)(iii) that for the period of paternity / support leave s/he will not engage in any conduct inconsistent with his/her contract of employment.

16.4.2 The employee shall not be in breach of 16.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

16.5 Adoption leave

16.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child has taken place earlier.

16.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

16.5.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

16.5.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

16.5.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

16.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

16.5.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

16.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated period of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

16.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purposes of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

16.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

16.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

16.8 Transfer to a safe job

16.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

16.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

16.9 Returning to work after a period of parental leave

16.9.1 An employee shall notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

16.9.2 An employee shall be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 16.8, the employee shall be entitled to return to the position they held immediately before such transfer.

16.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of their former position.

16.10 Replacement employees

16.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

16.10.2 Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and the rights of the employee who is being replaced.

17. LONG SERVICE LEAVE

17.1 Entitlement

17.1.1 An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer in accordance with the provisions of this clause.

17.1.2 An employee shall have the following entitlement to long service leave:

On the completion by a full-time, part-time or casual employee of ten years continuous service – 13 week's long service leave and thereafter an additional 6 1/2 week's long service leave on the completion of each additional five years' service.

17.1.3 An employee shall have an entitlement to payment in lieu for long service leave in the event of termination of employment occurring after 10 years continuous service.

17.2 Service entitling to leave

17.2.1 For the purposes of this clause **service** shall be deemed to be continuous notwithstanding:

17.2.1(a) the taking of any annual leave, long service leave, paid sick leave or paid parental leave;

17.2.1(b) any absence from work of not more than fourteen days in any one year on account of unpaid sick leave;

17.2.1(c) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;

17.2.1(d) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;

17.2.1(e) any absence from work of an employee on unpaid parental leave for a period not exceeding twelve months in respect of any pregnancy or adoption;

17.2.1(f) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by clause 17.2.3.

17.2.2 In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in clauses 17.2.1(a) to 17.2.1(e) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in clauses 17.2.1(f) and 17.2.1(g) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

17.2.3 The onus of providing a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned.

17.2.4 The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

17.3 Meaning of “continuous employment” for casual employees

17.3.1 The employment of an employee who is employed by the same employer more than once over a period is to be regarded as continuous if:

17.3.1(a) there is no more than an absence of 3 months between each instance of employment in the period; or

17.3.1(b) there is more than an absence of 3 months between two particular instances of employment, but the length of the absence is due to the terms of the engagement of the employee by the employer.

17.3.2 The employment of an employee who is employed by the same employer more than once over a period is to be regarded as continuous if the absences between instances of employment are to the seasonal nature of the employee's employment.

17.3.3 Subsections 17.3.1 and 17.3.2 apply even if:

17.3.3(a) any of the employment is not full-time; or

17.3.3(b) the employee is employed by the employer under 2 or more employment agreements; or

17.3.3(c) the employee has engaged in other employment during the period.

17.4 Payment in lieu of long service leave on the death of an employee

Upon the death from any cause of an employee who, at the date of death was eligible for a grant of long service leave the employer shall pay to the legal representative of the deceased employee the amount that the employee would have been entitled to receive had he/she retired immediately prior to the date of his/her death.

17.5 Payment for period of leave

17.5.1 Payment to an employee in respect of long service leave shall be made, at the at the same time as payment would have been made if the employee had remained on duty.

17.5.2 Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which he or she is entitled or where any long service leave accrues to an employee pursuant to clause 17.1.2 hereof the employee shall subject to the provisions of clause 17.5.3 be entitled to pay in respect of such leave as at the date of termination of employment.

17.5.2(a) Where any long service leave accrues to an employee pursuant to clause 17.1.2 hereof the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

17.5.3 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

17.6 Taking of leave

17.6.1 When an employee becomes entitled to long service leave such leave shall be taken at a mutually agreed time as determined between the employee and their manager but not more than 18 months after the right to the leave accrued unless agreed to by both parties.

17.6.2 Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

17.6.3 If the employer and an employee so agree:

17.6.3(a) the first 13 weeks long service leave to which an employee becomes entitled under this agreement may be taken in no more than three separate periods; and

17.6.3(b) any subsequent period of long service leave to which the employee becomes entitled may be taken in no more than two separate periods.

17.6.4 With the agreement of the employer, an employee may take their long service leave entitlement at half pay over twice the time span, or at double pay over half the time span, or some other combination as agreed.

17.7 Definitions

For the purposes of this clause the following definitions apply:

17.7.1 Pay means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay provided in clause 21 - Rates of pay, hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

17.7.2 Month shall mean a calendar month.

18. JURY SERVICE

18.1 An employee required to attend for jury service during the employee's ordinary working hours shall be paid their normal pay. In the case of protracted proceedings the Employee may be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount that he or she could reasonably expect to have received from the Employer as earnings for

that period had he or she not been performing jury service subject to the following conditions:

- 18.1.1** The employee shall advise the Employer as soon as practicable that he/she had to attend for jury service, and if required by the Employer, produce his/her notice to attend.
- 18.1.2** An employee who has been given more than seven days notice to attend for jury service shall give the Employer at least seven days notice and if he/she fails to give such notice, without reasonable excuse, he/she shall forfeit his/her entitlement to payment by the Employer.
- 18.1.3** The employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

19. UNPAID LEAVE

Leave without pay in principle is given only in exceptional circumstances. Leave without pay to extend normal recreational breaks is at the employer's discretion.

Subject to this subclause any absence on any unpaid leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose under this agreement.

20. SABBATICAL LEAVE

Sabbatical leave is subject to Employer policy

PART FIVE – SUPERANNUATION

21. SUPERANNUATION

21.1 Superannuation legislation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Upon commencement of employment the Employer will offer the Employee their choice of 2 complying superannuation funds. In the event that the Employee does not nominate a complying fund within 28 days of commencing employment the Employer shall make payment of superannuation monies to the default fund, Health Super.

PART SIX – SALARIES AND LOADINGS**22. CLASSIFICATION STRUCTURE AND RATES OF PAY****22.1 Classification Structure**

Employees are appointed to a specific salary scale and will receive annual increments related to satisfactory performance.

All Staff**NARI Pay Scales and classifications ***

POSITION		Level Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr7	Yr8
Administrative and General									
Junior assistant		32,000	32,500	33,000	33,500	34,000	34,500	X	X
Administrative assistant		44,000	45,000	46,000	47,000	X	X		X
General/Admin Officer		48,000	49,250	50,500	52,000	53,500	55,000	X	X
I,HR professionals		64,000	65,500	67,000	68,500	70,000	X	X	X
Senior Manager		80,000							
Research and Academic Staff									
Research assistant Gde 1		43,500	45,500	46,500	48,300	X	X	X	X
Research Officer/Fellow	A	49,500	51,500	53,800	56,500	58,800	60,100**	62,300	64,500
Research Fellow	B	68,900	72,000	74,100	76,700	79,300	81,800	X	X
Senior Research Fellow	C	84,500	87,000	89,000	92,200	94,000	97,000	X	X
Principal Research/Assoc/Professor	D	101,700	105,100	108,600	112,000	X	X	X	X
Senior Principal Research Fellow/Professor	E	131,000	X	X	X	X	X	X	X

**Any researcher with a PhD will be paid no lower than this point (subject to funded project agreements).

*Specialist positions (eg research nurse) will be paid under the relevant award.

22.2 The current rates of pay shall be increased by 4.0% on 1 July 2009 and annually thereafter to the nominal expiry date of this agreement.

22.3 In relation to salary increments based on years of service, employees with at least six months continuous service at a given salary increment will proceed to the next highest salary increment on 1 July 2009 and annually thereafter to the nominal expiry date of this agreement.

23. PAYMENT OF WAGES

23.1 Wages shall be paid during working hours not later than Friday following the end of the fortnightly pay period provided that:

23.1.1 This clause will not come into effect if any unforeseen event outside the control of the employer frustrates the employer's ability to meet the requirements of this clause.

23.2 Payment will be paid by direct debit to a bank account, credit union or building society of the employee's choice.

23.3 At the time of making payment to the employee the employer shall provide to each employee a statement detailing the following information: name and classification of the employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; amounts of occupational superannuation contributions.

24. OVERTIME – administrative staff only

24.1 Payment for overtime hours in excess of ordinary hours(as defined in clause 11) will only be available to administrative and general staff and not to senior management or research/academic staff. Overtime may only be worked with the prior approval of the supervisor of the employee and when there is clear and urgent need. Such hours will be paid at the following rates:

24.1.1 For additional hours worked on weekdays the employee shall be paid at the rate of time and a half for the first two hours and thereafter double time

24.1.2 For additional hours worked on Saturdays , Sundays or public holidays (except for Labor Day and Cup day as per Clause 14.1)the employee shall be paid at the rate of double time.

TIME OFF IN LIEU – all staff

24.2 All employees shall be entitled to take time of in lieu for hours worked in excess of ordinary hours (as defined in clause 11) on the proviso that such hours have been worked with the prior approval of the supervisor of the employee when there is clear and urgent need. Such time in lieu will accumulate for administrative employees at the rates at clause 24.1 above and on a time for time basis for all other employees.

Time off in Lieu of Overtime

24.3.1 By agreement between the employer and employee, time off in lieu may be chosen as an alternative to paid overtime at the appropriate overtime rate.

24.3.2 Accrued time in lieu is to be taken at a time agreed between the employer and employee and must be taken within two (2) months of accrual.

24.3.3 In the event where mutual agreement cannot be reached within six (6) weeks of the overtime worked, then the employer may direct the employee to take the time in lieu at a specified time on the provision of three (3) days notice.

25. SALARY PACKAGING

In the event that the employer is able to offer FBT exempt benefits to employees such benefit will be provided in accordance with the employer's salary packaging policy:

25.1 By agreement with an employee, the current rate of pay specified salary packaging policy and procedures may be salary packaged.

25.2 The employee shall compensate the employer from within their base remuneration, for any Fringe Benefits Tax incurred as a consequence of any salary packaging agreement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the employer may cease the employee's salary packaging arrangements.

25.3 The parties agree that in the event salary packaging ceases to be an advantage to the employee, the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.

25.4 The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that the costs shall be confined to reasonable commercial charges levied by the external salary packaging provider.

25.5 The parties recommend to employees who are considering salary packaging that they seek independent financial advice. The employer shall not be held responsible in any for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.

PART SEVEN – CEASING EMPLOYMENT

26. TERMINATION

26.1 Notice of termination by employer

- 26.1.1** In order to terminate the employment of an employee the employer shall give to the employee four weeks' notice.
- 26.1.2** In addition to the notice in 26.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 26.1.3** Payment in lieu of the prescribed notice in 26.1.1 and 26.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 26.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- 26.1.4(a)** the employee's ordinary hours of work (even if not standard hours); and
 - 26.1.4(b)** the amounts ordinarily payable to the employee in respect to those hours, including (for example) allowances, loading and penalties; and
 - 26.1.4(c)** any other amounts payable under the employee's contract of employment.
- 26.1.5** The period of notice in this clause does not apply:
- 26.1.5(a)** in the case of dismissal for serious misconduct
 - 26.1.5(b)** to employees engaged for a specific period of time or for a specific task or tasks;
 - 26.1.5(c)** to casual employees;
 - 26.1.5(d)** to probationary employees.
- 26.1.6** For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by clause 17 – Long Service Leave of this agreement.

26.2 Notice of termination by employee

26.2.1 In order to terminate their employment an employee shall give to the employer four weeks' notice.

26.2.2 If an employee fails to give the notice specified in 26.2.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 25.1.4.

26.2.3 This clause does not apply to casual or probationary employees (see clause 9.3 and 9.5).

26.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

26.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 27 – Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

26.5 Summary dismissal

Notwithstanding the provision of 26.1.1 hereof the employer shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal as provided by the *Workplace Relations Act 1996* which is not limited to but includes neglect of duty, assault upon a client, visitor or fellow employee, proven instances of theft and acts of wilful disobedience of a lawful and reasonable instruction from the employer (or delegate). In such cases the wage shall be paid up to the time of dismissal only.

27. REDUNDANCY

27.1 Definitions

27.1.1 Business includes trade, process, business or occupation and includes part of any such business.

27.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

27.1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

27.1.4 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

27.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

27.3 Severance pay

27.3.1 Severance pay

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:.

Period of continuous service	Severance Pay
Less than one year	Nil
One year and less than two years	4 weeks' pay*
Two years and less than three years	6 weeks' pay
Three years and less than four years	7 weeks' pay
Four years and less than five years	8 weeks' pay
Five years and less than six years	10 weeks' pay
Six years and less than seven years	11 weeks' pay
Seven years and less than eight years	13 weeks' pay
Eight years and less than nine years	14 weeks' pay
Nine years and less than ten years	16 weeks' pay
Ten years and over	12 weeks' pay

* **Week's pay** is defined in 27.1.4

Nb. Employees with service of ten years and over are entitled to be paid pro rata long service leave upon termination.

27.3.2 Provided that the severance payment shall not exceed the amount to which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

27.3.3 Continuity of service shall be calculated in the matter prescribed by clause 17 – Long Service Leave.

27.4 Employees leaving during the notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice as set out in clause 26 – Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

27.5 Alternative employment

27.5.1 The employer, in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

27.5.2 This provision does not apply in circumstances involving transmission of business as set in 26.4.

27.6 Job search entitlement

27.6.1 During the period of notice of termination given by the employer in accordance with 26.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

27.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient

27.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 26.3.

27.7 Transmission of business

27.7.1 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an

employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

27.7.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

27.7.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

27.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- employees engaged for a specific period of time or for a specified task or tasks;
- casual employees.

PART EIGHT – DISPUTE RESOLUTION

28. ANTI-DISCRIMINATION

28.1 It is the intention of the parties to this agreement to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

28.2 Accordingly, in fulfilling their obligations under clause 30 – Grievance and discipline procedures - the employer must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

28.3 Nothing in this clause is taken to effect:

28.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

28.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and

28.3.3 the exemptions in s.659 (3) and (4) of the Act.

29. INTRODUCTION OF CHANGE

29.1 Employer's duty to notify

29.1.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes.

29.1.2 “**Significant effects**” include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

29.2 Employer's duty to discuss change

29.2.1 The employer shall discuss with the employees affected the introduction of the changes referred to in 29.1.1 hereof, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The employer shall give prompt consideration to matters raised by the employees and their representative in relation to the changes.

29.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 29.1.1 hereof.

29.2.3 For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union/s, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be against the employer's interests.

30. GRIEVANCE AND DISCIPLINARY PROCEDURES

30.1 Grievance Procedure

30.1.1 An employee will have the right for grievances to be heard through all levels of line management. While the dispute settlement procedures are being followed, work shall not be interrupted by industrial action. No party shall be prejudiced as to the final settlement of a grievance by the continuance of work. Health and safety matters are exempted from this requirement.

30.1.2 In the first instance the employee shall attempt to resolve the grievance with his or her immediate supervisor. In many cases open and constructive communication between the employee and their immediate supervisor may resolve the grievance. A representative shall be present if desired by either party.

30.1.3 If the employee still feels aggrieved, then the matter shall be referred to his or her manager. A representative shall be present if desired by either party.

30.1.4 If the grievance is still unresolved the matter shall be referred to the Executive Director (or in the case involving the Executive Director, to the Chairperson of the Board, or in his or her absence the delegate of the Chairperson of the Board) and a meeting arranged. A representative shall be present if desired by either party.

30.1.5 The above steps in sub-clauses 30.1.1 to 30.1.4 shall take place within fourteen days or such longer period as may be mutually agreed.

30.1.6 If the grievance has not been resolved to the satisfaction of the employee or each of the relevant parties referred to herein, the dispute may be referred to the Australian Industrial Relations Commission for resolution by conciliation with the rights of all parties under the Act reserved.

30.1.7 While the steps outlined at points 30.1.1 to 30.1.6 take place, work shall continue normally in accordance with the custom and practice

existing immediately before the grievance arose until either the grievance is resolved or, if referred to the Commission, up to the first hearing and then subject to any direction of the Commission.

30.2 Disciplinary procedures

30.2.1 Where disciplinary action may be necessary, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues. In the event that the employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the employee's personnel file.

30.2.2 Where further disciplinary action is necessary, the employee will again be notified in writing of the matter and a response requested by the employee. If appropriate, a second warning in writing will be given to the employee and recorded on the employee's personnel file.

30.2.3 Where further disciplinary action is necessary, the employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the employee and recorded on the employee's personnel file.

30.2.4 Where further disciplinary action is necessary, then the employee may be terminated after the matters have been investigated and reasons sought from the employee.

30.2.5 Summary dismissal of an employee may still occur for acts of 'serious misconduct' (as defined in the *Workplace Relations Act 1996* (Cth)). Where an allegation of 'serious misconduct' is proven and the employer, having considered all the circumstances does not wish to terminate the employee's employment, a warning may be issued under paragraph 30.2.2, 30.2.3 or 30.2.4 of this provision.

30.2.6 During all steps in the Disciplinary Procedure, the employee has the right to representation of his or her choice.

Name:
Director:
National Ageing Research Institute
...../...../ 2008

Witness

Name:
Employee
National Ageing Research Institute Inc
...../...../ 2008

Witness

APPENDIX ONE

LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of employer.
2. Employee's classification.
3. The location where the person is to be situated.
4. The name of the NARI Agreement which contains their terms and conditions of employment.
5. Their mode of employment i.e. whether full-time / part-time, fixed term or purpose or casual.
6. Fortnightly hours will be **[insert]**. For part-time employees additional hours may be worked by mutual agreement.
7. Specified employment is ongoing unless a fixed term appointment is proposed.
8. Date of commencement.
9. Probationary period
10. Other information as required depending on the nature of the position.
11. Confidentiality Agreement