



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Australian National University
(AG2017/5358)

THE AUSTRALIAN NATIONAL UNIVERSITY ENTERPRISE AGREEMENT 2017 - 2021

Australian Capital Territory

DEPUTY PRESIDENT MASSON

MELBOURNE, 16 MARCH 2018

Application for approval of The Australian National University Enterprise Agreement 2017 - 2021.

[1] An application has been made for approval of an enterprise agreement known as *The Australian National University Enterprise Agreement 2017 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Australian National University. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement lodged contained an error at clause 2.2. On 13 March 2018, the Applicant filed an amended version of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), National Tertiary Education Industry Union, United Voice, and Media, Entertainment and Arts Alliance being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 March 2018. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

The Australian National University

Enterprise Agreement

2017 – 2021

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ABOUT THIS AGREEMENT

What's in this Section?

This section contains some of the technical requirements prescribed by the Fair Work Act 2009 and detail to provide clarity around how the Agreement will operate.

1. TITLE AND OPERATION OF THE AGREEMENT

This Agreement will be known as The Australian National University Enterprise Agreement 2017 – 2021, and will commence operation seven days after approval by the Fair Work Commission. The Australian National University Enterprise Agreement 2017 – 2021 will have a nominal expiry date of 30 June 2021.

2. APPLICATION OF THE AGREEMENT

2.1. This Agreement is intended to cover:

- The Australian National University (the University);
- Any person employed by the University at any time when this Agreement is in operation, with exclusion of those outlined below (clause 2.2)
- the National Tertiary Education Industry Union (the NTEU)
- United Voice;
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (the AMWU);
- the Media Entertainment and Arts Alliance (the MEAA); and
- any other union where they have notified Fair Work Commission of their intention to be bound pursuant to the Fair Work Act 2009.

2.2. This Agreement does not apply to:

- any person employed under the Live Performance Award 2010, with the exception of employees engaged as simulated patients as defined in Schedule 3.4; and
- any person employed as a senior management appointment as defined in clause 11.

3. CLOSED AND COMPREHENSIVE AGREEMENT

3.1. This Agreement encompasses and deals with all matters provided for herein during its operation. The parties to this Agreement agree that there will be no further claims during the operation of this Agreement for its nominal life except where permitted by the Agreement.

3.2. This Agreement replaces The Australian National University Enterprise Agreement 2013 - 2016.

3.3. This Agreement is a closed and comprehensive Agreement and subject to the National Employment Standards. To the extent of any inconsistencies between this Agreement and the National Employment Standards, the National Employment Standards will apply.

4. OBJECTIVES OF THE AGREEMENT

4.1. This Agreement is designed to assist the University to achieve the goals of the *ANU Strategic Plan 2017-2021* and its successors. This Plan aims to build on the distinctive excellence of ANU both as Australia's national university and Australia's finest university. These aims will manifest in the excellence of the University's research, education and public policy outcomes.

- 4.2. As part of achieving its goals the University makes the following commitments: Through the relentless pursuit of excellence, The Australian National University will remain one of the world's top universities. To achieve this goal the University will work cooperatively with its staff. A policy which is developed and has an impact on employment conditions of those staff members covered by this Agreement will be subject to consultation with the University community and relevant unions. The University recognises that it is through the outstanding contributions of our people that the University will achieve its aims and that its capacity to support, develop and provide critique of Australian society will be greatest when intellectual freedom is exercised in a manner consistent with a responsible search for knowledge and its dissemination. The University will maintain a policy on Intellectual Property, which, among other things, recognises the moral and economic rights of staff and students.
- 4.3. The University will work towards an environment that is:
- supportive, nurturing, challenging, and motivating for staff and students;
 - exemplary in its encouragement of excellence, equity and tolerance and the creation of a constructively analytical culture;
 - supportive of staff who are to be respected, talent is nurtured and supported, and staff enjoy a safe and engaging work environment; and
 - encouraging of a genuinely collegial University, within which problems are shared and worked on collectively, and also within which staff members are encouraged to comment on the University's operations.
- 4.4. The parties agree to participate in ongoing reviews of existing practices to achieve the objectives of the University Strategic Plan. The managing change provisions of this Agreement will be used to progress any initiatives developed under any such reviews.

5. FLEXIBLE WORK PROVISIONS

- 5.1. It is acknowledged that flexibility is provided for throughout the Agreement including but not limited to the following clauses:
- Flexible types of appointment (clauses 8-15)
 - Eligibility for casual conversion (clause 15.17-15.26)
 - Superannuation arrangements (clause 25)
 - Salary sacrifice for superannuation (clause 26)
 - Purchase of and cash out of annual leave (clause 35.7)
 - Family friendly leave provisions (clauses 38 and 39)
 - Flexible working hours for professional staff (clause 45)
 - Review of staff appointment category (clause 49)
 - Transition to retirement options (clause 52).

Individual flexibility agreements

- 5.2. In addition to the above flexible work provisions, the University and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if the arrangement:
- (a) deals with arrangements about when tea breaks are taken;

- (b) meets the genuine needs of the employer and employee in relation the matter mentioned in paragraph (a); and
- (c) is genuinely agreed to by the employer and employee.

5.3. The University must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009;
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the staff member being better off overall than they would be if no arrangement was made.

5.4. The University must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (a) includes the name of the University and staff member;
- (b) is signed by an authorised representative of the University and by the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member; and
- (c) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - iii. how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.

5.5. The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.6. The University or staff member may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the University and staff member agree in writing — at any time.

6. UNIVERSITY POLICY AND PROCEDURES

6.1. All staff members are required to comply with University policies, procedures and guidelines, however, such policies, procedures and guidelines are not incorporated into and do not form part of this Agreement.

6.2. Where a reference is made to a specific policy in this Agreement, any changes to policy that are inconsistent with fundamental principles of the policy at the date this agreement is approved will be subject to consultation with the relevant unions.

TYPES OF EMPLOYMENT

What's in this Section?

This section contains information about the types of employment available within the University.

7. PROFESSIONAL STAFF RECRUITMENT AND ENGAGEMENT

- 7.1. Except in the circumstances referred to in clauses 7.4 and 7.5, or where the Director – Human Resources authorises otherwise, vacancies for professional staff positions will be advertised by the University.
- 7.2. The University may advertise vacancies in such a manner as it deems fit provided that notice of vacancies is given through the normal internal advertising mechanism.
- 7.3. Prospective applicants should normally be given not less than seven working days (external advertising) and five working days (internal advertising) to lodge a response to an advertisement.
- 7.4. Vacancies will be measured against staff seeking redeployment before recruitment action is undertaken. Subject to redeployment arrangements in clause 56.7 where a person is assessed as having the skills and experience necessary to effectively perform the duties of the vacant position, that person will be transferred to the position as directed by the Director – Human Resources.
- 7.5. A fixed term professional staff appointment of 12 months or less may be offered without advertisement provided that the area gives priority to suitably qualified staff members seeking rehabilitation, redeployment or transfer.
- 7.6. Any person who has been employed at the University within the previous 12 months and is registered with the Casual Pool will have the status of internal applicants for advertised vacancies.

8. TYPES OF APPOINTMENT

The University will engage a person as an employee in accordance with this Agreement on terms that correspond with the following types of employment:

- continuing employment – [clause 9](#);
- part time employment – [clause 10](#);
- senior management appointments – [clause 11](#);
- Graduate Recruitment and Development Program – [clause 12](#);
- continuing (contingent funded) employment – [clause 13](#);
- fixed term employment – [clause 14](#); and
- casual employment – [clause 15](#).

- 8.1. Nothing in this Agreement limits the number or proportion of employees that the University may employ in a particular type of employment.

9. CONTINUING EMPLOYMENT

Continuing employment means all employment other than fixed term, continuing (contingent funded), senior management appointments, casual employment or those employed on employment schemes under this Agreement. A continuing appointment is made for an indefinite period and may be full time or part time.

10. PART TIME EMPLOYMENT

- 10.1. Part time employment may be continuing, continuing (contingent funded) or fixed term.
- 10.2. A staff member employed part time is entitled to the same employment conditions, calculated on a pro rata basis, as an equivalent full time employee.
- 10.3. A part time professional staff member will either:
- (a) work a regular pattern of hours which totals less than the full time hours in a pay period; or
 - (b) have a regular pattern of employment which, over a specified period is equivalent to an agreed number of part time hours in a pay period, for which the staff member will be paid accordingly; or involves agreed periods of attendance on full pay and periods of stand-down without pay.

11. SENIOR MANAGEMENT APPOINTMENTS

- 11.1. Senior management appointment means employment in a senior management position excluded from this Agreement. A staff member appointed to a senior management position will have a performance-based employment contract and be employed in one of the positions outlined below:
- Vice-Chancellor and members of the University senior executive;
 - College Deans and Research School Directors (or equivalent);
 - Service Division Directors (or equivalent);
 - College General Managers (or equivalent); or
 - other senior management professional staff positions that receive a salary at or above Senior Manager 4 classification and no less than \$148,444 per annum OR other senior academic management position that receives a salary at or above Academic Level E2 and no less than \$187,345 per annum. These amounts, effective from the date of operation of this Agreement, will be indexed in accordance with the clause 23.3 (salary increases).
- 11.2. Existing terms and contractual agreements will continue to apply to all professional staff classified at Senior Manager 4 or above as at the date this Agreement is registered, until such time that their contract expires or their conditions of employment are renegotiated.
- 11.3. The University and the senior manager will be bound in regard to the matters contained in those clauses by the provisions of the contract between them.
- 11.4. Where the contract of a senior manager provides the right of reversion to a substantive position within the University, all the provisions of this Agreement will apply on reversion.

12. GRADUATE RECRUITMENT AND DEVELOPMENT PROGRAM

The University may offer employment to higher education institution graduates under a Graduate Recruitment and Development Program, with an initial 12-month structured induction, training and development program including rotation to different work areas within the University or Division. Graduates employed under this program will have a commencing salary of ANU Officer Level 3, Step 1. Following successful completion of this 12-month program, employment will be confirmed at the ANU Officer Level 5, Step 2 salary level. Thereafter, the staff member will be eligible for salary progression in accordance with clause 24 (Incremental salary progression).

13. CONTINUING (CONTINGENT FUNDED) EMPLOYMENT

- 13.1. 'Contingent funding' is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 13.2. It is not the intention of this clause that the conditions of employment of a continuing (contingent funded) staff member employed in continuing (contingent funded) employment be worse than had they been employed on a fixed term position subject to contingent funding.

Appointment to continuing (contingent funded) employment

- 13.3. A person who would otherwise be appointed to a fixed term position, in accordance with clause 14 (Fixed term employment) may at the discretion of the University be directly appointed to a continuing (contingent funded) position where the available funding is contingent funding.
- 13.4. An existing fixed term staff member appointed to a position funded by contingent funding for a period of 12 months or more, may be employed on a continuing (contingent funded) contract of employment in accordance with this provision.
- 13.5. A staff member appointed or converted to continuing (contingent funding) employment under clause 14.4 would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a staff member on a continuing (contingent funded) basis unless:
- (a) the contingent funding that supports the position ceases or is insufficient; or
 - (b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
 - (c) termination is under the probation or disciplinary provisions of this Agreement.

Conversion of continuing (contingent funded) appointment

- 13.6. The University will monitor the use and length of service of continuing (contingent funded) appointments.
- 13.7. When a staff member reaches a period of more than 10 years continuous service with the University in a continuing (contingent funded) appointment, they will be converted to a continuing appointment provided that
- the staff member has had satisfactory performance;
 - there is a reasonable likelihood of further work being available in the relevant position; and
 - there has been a pattern of funding continuity for the position, and there is a reasonable expectation that the funding will continue.

Cessation of contingent funding

- 13.8. Where there is a reasonable expectation that the funding that supports a staff member's continuing (contingent funded) position is unlikely to continue, the University will consider all reasonable options to avoid the employment ceasing.
- 13.9. Where the funding that supports a staff member's continuing (contingent funded) employment ceases:
- (a) the University may transfer the staff member to another equivalent position;

- (b) if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made;
- (c) if, during the notice period in clause 13.11 the contingent funding for the position is renewed, the notice period ceases to apply and employment continues; or
- (d) the University may terminate the employment of the staff member at the end of the notice period (and any such approved leave in accordance with clause 13.9(b) above), the employment relationship will cease and the severance will be paid in accordance with clause 13.12.

13.10. The following provisions do not apply to staff on continuing (contingent funded) employment:

- (a) the Managing change consultation provisions of clause 68, when funding for the contingent funded position ceases;
- (b) clause 53 (Notice periods) or clause 56 (Redundancy) including payments that apply for staff on continuing contracts of employment; and
- (c) conditions applying to staff members employed on fixed term contracts or employment schemes under clause 14.

13.11. Notwithstanding the above, at the discretion of the College Dean, a staff member may be extended in their current position or appointed to a new continuing (contingent funded) position using internal funds, where:

- the use of internal funding is for a limited period;
- the area has a reasonable expectation that alternative contingent funding or a continuing appointment will become available; and
- the alternative would be the separation of the existing staff member from their position with the University.

13.12. Payment of any severance may be delayed for up to nine weeks to facilitate continuation of service. Severance will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.

Notice periods and severance

13.13. Where a staff member's continuing (contingent funded) employment is terminated the staff member will be provided a minimum of four weeks' notice of termination, or five weeks if the staff member is over 45 years of age. The University may at its discretion provide payment in lieu of notice.

13.14. Where a staff member's continuing (contingent funded) employment is terminated, the staff member will be eligible for severance payment specified in clause 54, subject to eligibility below:

- (a) the staff member is on their second or subsequent appointment, and the same or similar duties are no longer required by the University; or
- (b) the staff member was initially or directly appointed to a continuing (contingent funded) position and their employment ceases in accordance with clause 13.5, and they have continuous service with the University of at least four years.

14. FIXED TERM EMPLOYMENT

- 14.1. 'Fixed term employment' means employment for a specified term where the employment contract specifies the start and finish dates of that employment. Where a fixed term appointment is made for a specific task or project the contract may, in lieu of a finishing date, specify the circumstance(s) that results in employment ceasing.
- 14.2. The use of fixed-term employment is limited to the employment of a staff member engaged in work activities that come within the description of one or more of the following circumstances:
- (a) Specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it also includes a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
 - (b) Research work by a staff member engaged on research intensive functions for:
 - i. a professional staff contract period not less than three months and normally not more than three years except where funding is directly attached to external grants secured for up to six years; or
 - ii. an academic staff contract period not exceeding five years.
 - (c) New organisational arrangement where a professional staff member is employed for up to 12 months until the practicality of permanently filling the position is known dependent on the continuing operation of the area.
 - (d) Where an organisational work area has been the subject of a decision to be disestablished or reduced in size, and fixed term staff are needed to phase out the area. Should the decision be reversed or the positions be for in excess of five years, staff in these positions will be offered conversion to a continuing appointment, except where an extension beyond five years is for a defined, short term period and at which point the funding for the position will cease.
 - (e) Employment schemes – clause 14.8
 - (f) Tenure track appointment – clause 14.9

Options at expiry of fixed term appointment

- 14.3. A fixed term staff member will be offered further work if available in the relevant position except if employed under an employment scheme (clause 14.8), provided that:
- there is funding security for the position;
 - the staff member has had satisfactory performance; and
 - the staff member was initially employed after a normal competitive selection process for the relevant type of position.
- 14.4. A staff member with more than 12 months continuous service will be eligible to apply for conversion to a continuing appointment not less than three months prior to the fixed term appointment expiring provided that
- the staff member has had satisfactory performance;
 - further work is available in the relevant position;
 - there is funding security for the position; and
 - the staff member was initially appointed to the relevant position after a merit-based selection process.

The University may refuse to grant the application, but will not unreasonably do so.

- 14.5. The above does not prevent the Director – Human Resources making an offer of further employment at their discretion. Where this further employment is fixed term, this does not prevent the staff member being considered eligible for conversion or for severance payments.
- 14.6. Where a professional staff member has been employed under clause 14.2 (b) (i) above, the appointment can be extended only once for a period not exceeding 12 months except where the continuation of identifiable external funding is subject to milestone reviews. Except for extensions due to milestone reviews, where the duties of the fixed term position continue unchanged or substantially unchanged, any further appointment to the position will be a continuing appointment.
- 14.7. In exceptional circumstances where the University incurs a loss or a significant reduction in external funding, the University will discuss these circumstances with NTEU. Both parties will consult with affected staff members and discuss arrangements for cessation of contracts.

Employment Schemes

- 14.8. The University may employ a staff member on one of the following fixed term employment schemes, which do not attract severance payments:
 - (a) **Replacement Employee Scheme** is a scheme which allows for employment of a staff member to undertake the work of another staff member absent on leave or temporary transfer, or perform the duties of a vacant position where recruitment action has commenced, or perform the duties of a position where the substantive occupant is performing higher duties in a vacant position for which recruitment action has commenced.
 - (b) **Professional Practice Scheme** is a scheme which requires specific curriculum or related work to be undertaken by a person who has demonstrable professional or commercial expertise. Employment periods on this scheme will not total more than three years.
 - (c) **Career Entry Development Scheme** means employment of a new staff member who may or may not have completed Year 12, or tertiary studies, and the University considers it appropriate to enter into arrangements concerning their studies while they earn a salary and develop on-the-job skills. The Career Entry Development Scheme does not apply to graduate students employed by the University (e.g., as tutors, demonstrators, part-time academic members of staff, or in research assistant positions).
 - (d) **Student Internships Scheme** is a scheme to provide career development opportunities for university students. Employment will be offered on a professional staff fixed term basis within the ANU Officer Level 3 salary.
 - (e) **Student Employment Scheme** is a scheme where a student is employed to perform work generally related to their course, for the period of their course, including any short period thereafter.
 - (f) **Apprenticeship Scheme** is a scheme where a person is employed as an apprentice for a time to complete disciplines to obtain recognition in their chosen trade/vocation.
 - (g) **Trainee Technical Officer Scheme** is a scheme where a staff member is employed for a specified period to complete a prescribed course of study. The traineeship may be extended by agreement between the

University and the trainee due to illness or where there is the need for additional time to complete the relevant course/s.

- (h) **Trainee Scheme** is a scheme where a staff member is employed for a fixed term to complete an approved training course or training program. A trainee will be employed subject to an agreement made between the University and the trainee and registered with the relevant State or Territory Training Authority.
- (i) **Pre-Retirement Scheme** is where a staff member declares their intention to retire, and enters into a contract with a cessation date on or around their stated retirement date.
- (j) **Post-retirement Scheme** is where a fixed term contract is offered to an employee following their formal retirement from the University. Eligibility for fixed term appointment under the post-retirement scheme is outlined in clause 52.7.
- (k) **Rehabilitation Scheme** is a scheme to assist in rehabilitation of fixed term staff members who have suffered a work related injury.

Tenure track appointment

14.9. Tenure track appointment means academic employment at Levels A, B, C or D, predominantly for research and subject to the following:

- (a) the employment of academic staff under tenure track appointment will be for an initial period of seven years, with the option of renewal or conversion at the end of the initial employment agreement if the criteria set out at (b) and (c) below are met;
- (b) during the first year of employment, the academic staff member will be engaged almost entirely on research activities (other than teaching on an occasional basis); and
- (c) for the remaining tenure track appointment, the teaching load will meet at least the minimum threshold required to maintain eligibility for academic promotion, and dependant on what is agreed in accordance with clause 51 (Workloads) and may range up to the average for a comparative teaching and research position in that discipline.

14.10. Two years prior to the end of the seven year period of employment, the University will decide either to:

- (a) convert the employment to a continuing appointment;
- (b) engage the staff member for a further seven year tenure track appointment under the same terms as the initial employment;
- (c) provide notice of termination for the employment to end at a later date than the end of the initial seven year period, to complete a research project on which the staff member is currently employed, in which case severance will be in accordance with clause 54 (Severance pay); or
- (d) terminate the employment, in which case severance will be in accordance with clause 54.

14.11. In making this decision, the University will have regard to the research/creative and education requirements of the academic area; the security of funding; the performance of the staff member, as well as other relevant factors, such as merit relative to opportunity. The University will not unreasonably refuse a request for conversion to continuing employment or for a further seven year period, to which all of the above conditions apply. A staff member will not be engaged on more than two such fixed term periods of employment.

- 14.12. The University may extend the period of a tenure track appointment under this clause in accordance with any period of parental leave or other extended leave of absence.
- 14.13. A staff member on a tenure track appointment will have the same conditions of employment as a staff member with continuing employment, except for termination on the grounds for redundancy or unless otherwise specified above.
15. CASUAL EMPLOYMENT
- 15.1. For the purposes of this clause, 'casual staff' will be taken to mean casual sessional academic (CSA) staff *and* casual professional staff unless otherwise specified.
- 15.2. The University acknowledges the contribution that casual staff make to the success of the University.
- 15.3. A casual appointment is one where:
- (a) the employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.
 - (b) there is no expectation of continuity of employment
 - (c) the appointment may be terminated in accordance with clause 53.8 (Notice periods).
- 15.4. Where practical, casual staff will be provided with reasonable access, commensurate with available resources, to University facilities to enable them to perform University work. These include access to the library, email and internet, a working space, and out-of-hours access to the office as appropriate.
- 15.5. The University is committed to assisting suitably qualified casual staff to obtain either part time or full time employment within the University where suitable vacancies arise. To achieve this objective, the University will:
- (a) review the usage of casual employment annually; and
 - (b) enable existing casual staff employed at the time of advertisement of a University vacancy to apply for such vacancies. Due consideration of the contribution and experience of suitably qualified casual staff will be given by selection panels when assessing applications for on-going full time and part time positions.
- 15.6. Upon appointment, the University will advise all casual staff that, after serving appropriate qualifying periods (clause 15.17), casual staff may have a right to apply for conversion.
- 15.7. All casual staff members will be paid a casual loading of 25% in lieu of all paid leave entitlements, including long service leave. This loading is incorporated into the casual sessional academic salary rates specified in Schedule 2.

Casual sessional academic staff

- 15.8. The University supports a reduction in the number of CSA positions to facilitate CSA staff members, who wish to pursue an academic career, with opportunities to seek and obtain non-casual appointments. The University undertakes to develop a range of succession planning options for existing CSA staff to achieve this goal by providing that:
- eligible CSA staff member will have an avenue to have their employment converted to a non-casual appointment, in accordance with the conversion provisions outlined in the clause;
 - existing CSA staff who are also undertaking PhD studies at the University will be given priority for an appointment and where possible will be provided with an opportunity to gain lecturing and research experience and skills; and

- CSA staff who have expressed an interest in an ongoing academic career will be considered for appointment to a non-casual vacancy prior to the University seeking external applications.

Employment conditions for casual sessional academic staff

15.9. The definition of casual sessional academic activities and associated CSA salary rates are provided in schedule 2.

15.10. CSA staff will not be:

- responsible for the engagement or supervision of other staff;
- required to engage in research duties (for the purpose of this clause preparation for teaching and course/subject development is not regarded as research);
- involved in administration, except to the extent that it is necessary to support their primary teaching related function; and
- will not have sole academic or decision making responsibility for the development of an on-line teaching and learning course.

Employment conditions for casual professional staff

15.11. A casual professional staff member may be appointed where the work involves an irregular pattern of hours or is on an intermittent or irregular basis.

15.12. A casual professional staff member may be appointed where the work involves a regular pattern of hours or is on a regular basis where:

- the appointment is to replace a continuing, continuing (contingent funded) or fixed term staff member who is absent from work, in which case the duration of the appointment must not exceed the period of such absence; or
- the appointment is to fill a vacancy during a selection process; or
- the duration of the appointment is for less than six months; or
- the number of regular hours per fortnight is less than 14.

15.13. The minimum engagement for a casual professional staff member is three hours except as follows:

Type of staff member	Minimum engagement per day
Building/maintenance workers, tradespersons (other than electricians) grounds/garden workers, pastoral and farm workers	1 Hour
Scribes/note takers, attendants/employees in residential colleges or Halls of Residence, including community coordinators	
Nurses, nurse educators, nurse managers or nursing consultants	
A staff member who has another primary occupation with another employer or the University	

15.14. A staff member who is a student (including a postgraduate student), and who is expected to attend the University on the day in question in their capacity as a student shall have a minimum engagement of one hour.

15.15. Without limiting the scope of this clause, for the purpose of this clause a student will be taken as being expected to attend on any Monday to Friday during the main teaching weeks of the University, other than public holidays.

15.16. In order to meet their personal circumstances, a casual staff member may request, and the supervisor may agree to an engagement for less than the minimum specified in clause 15.13.

Casual staff conversion

15.17. A casual staff member will be eligible to apply to have their employment converted to a non-casual appointment except where the staff member:

- (a) is a student with the University, or has recently been a student within the last 12 months;
- (b) is a genuine retiree; or
- (c) has a primary occupation with the University or elsewhere (including self-employed persons).

15.18. Subject to clause 15.17, conversion applications will be considered if the staff member has been employed on a regular and systematic basis in the same, or a similar and identically classified position in the same department (or equivalent), over the immediately preceding period of 12 months.

15.19. For the purposes of this clause, occasional and short-term work performed by the staff member in another classification, job or organisational area (or equivalent) will not:

- (a) affect the employee's eligibility for conversion;
- (b) be included in determining whether the employee meets or does not meet the eligibility requirements.

15.20. A casual staff member must not be engaged and re-engaged, nor have their hours reduced in order to avoid any obligation under this provision.

Procedure for conversion to non-casual employment

15.21. Subject to clause 15.17 and 15.18, a staff member may apply to the University in writing. The delegate must decide to either:

- accept the application and offer the staff member a non-casual appointment; or
- decline the application.

15.22. Where a conversion to non-casual appointment is approved, this will constitute an offer and the staff member will be provided with a contract of employment consistent with clause 16 (Contract of employment). The converted position may be offered as:

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

15.23. The non-casual appointment will, subject to the University's operational requirements, be as consistent as is reasonably practicable with the pattern of work undertaken by the staff member during their casual appointment.

15.24. Upon conversion, a staff member's casual service which has been continuous with their conversion to a non-casual position will count as service for the purpose of determining or calculating any entitlements to parental leave (clause 38) and redundancy (clause 56).

15.25. Where a conversion to non-casual appointment is declined, the staff member will be provided with written reasons for the outcome in accordance with clause 15.26 (below).

15.26. The University will not, unreasonably, refuse an application for conversion to non-casual employment. Applications may be refused where:

- (a) the staff member is not eligible to apply for conversion (in accordance with clause 15.17 and 15.18);
- (b) there is no ongoing requirement for the position, (on a continuing or fixed term basis)
- (c) the staff member does not meet the essential requirements of the position.

STARTING AT ANU

What's in this Section?

This section contains information about your employment relationship with the University; your hours of work and the University's span of hours; the appointment of supervisors; probation periods; Academic Freedom and protected disclosure; and outside work.

16. CONTRACT OF EMPLOYMENT

Contracts of employment other than senior management contracts

16.1. Upon engagement, the University will provide each staff member with a contract of employment stipulating the type of appointment being offered and informing the staff member of the terms of engagement.

16.2. The contract of employment must contain information as follows:

- (a) for a staff member other than a casual employee:
 - i. the classification level and salary of the staff member on commencement of the employment;
 - ii. the hours or the fraction of full time hours to be worked; and
 - iii. where the employment includes a probationary period, the length and terms of the probation;
- (b) for a fixed term staff member, the circumstance(s) referenced in clause 14.2 (Fixed term employment) under which the staff member is employed.
- (c) for a casual staff member:
 - i. the duties required;
 - ii. the number of hours required;
 - iii. the classification level and rate of pay for each duty required;
 - iv. a statement that any additional duties required during the term will be paid for at the rate of pay appropriate to the classification level of the additional duties; and
 - v. for a casual staff member, a statement that they may have a right to apply for their appointment to be converted to a non-casual appointment in accordance with clause 15.17-15.18.
- (d) grounds for termination in accordance within the 'leaving ANU' section of this Agreement; and
- (e) other main conditions of employment including the identity of the employer, the legal and/or administrative sources from which those conditions arise, the duties and supervisor of the position.

17. SUPERVISOR

17.1. 'Supervisor' means the nominated person who provides direction to the staff member on behalf of the University.

17.2. Each staff member will have a nominated supervisor and will be advised in writing of the position of that person.

The supervisor of an academic staff member will normally be the head of the academic unit in which the staff member is employed, and University policy will prescribe how alternative supervisors (at least at Level C or above) for academic staff can be appointed. The College Head (or delegate such as the School Director) may be regarded as the supervisor in instances of managing unsatisfactory performance and misconduct.

17.3. The University will provide appropriate training for supervisors.

18. PROBATION

- 18.1. Probation is the initial period of employment when the suitability of a new staff member (other than a casual) is determined. It provides an opportunity for the supervisor to determine whether a probationary staff member meets the standards required for confirmation of appointment. The staff member's employment offer will specify the period of the probation.
- 18.2. Probation entails setting and clarifying work performance objectives for staff. During a probation period the University will offer appropriate support, development opportunities and feedback to assist the probationary staff member to achieve confirmation of employment.

Probation periods

- 18.3. The length of the probation period will be reasonable, having regard to the nature and circumstances of the offer of employment.
- 18.4. A new probation period will apply for an appointment to a new and substantially different position.
- 18.5. Probation periods will not exceed the following:

Type of appointment	Probationary period
Academic staff – continuing	Three years, extendable to a maximum of four years
Academic staff – continuing (contingent funded)	<ul style="list-style-type: none"> Where appointed directly to a continuing (contingent funded) employment contract, 'Academic staff – continuing' probation periods will apply. If a staff member is converted from a fixed term appointment to a continuing (contingent funded) employment contract, and the staff member's fixed term appointment was confirmed through a probation process, no further probation period is required.
Academic staff – fixed term	<ul style="list-style-type: none"> Three months for appointments less than 12 months. Six to nine months for appointments of 12 months or greater. No probation period will be required for second and subsequent appointment in the same position.
Professional staff – continuing	<ul style="list-style-type: none"> Six months, extendable to a maximum of nine months
Professional staff – continuing (contingent funded)	<ul style="list-style-type: none"> Where appointed direct to a continuing (contingent funded) employment contract, 'Professional staff – continuing' probation periods will apply. If a staff member is converted from a fixed term appointment to a continuing (contingent funded) employment contract, and the staff member's fixed term appointment was confirmed through a probation process, no further probation period is required.
Professional staff – fixed term	<ul style="list-style-type: none"> Three months for appointments less than 12 months. Six months for appointments of 12 months or greater. No probation period will be required for second and subsequent employment in the same position.
Graduate Recruitment and Development Program (clause 12)	Twelve months.
Student Internships Scheme (clause 14.8 (d))	Three months.

Probation procedures

- 18.6. The University will ensure that probation procedures are complied with in developing performance objectives, including requiring meetings between supervisors and probationary staff members.
- 18.7. Performance objectives and performance indicators determined as appropriate for the staff member to achieve throughout their probation period will be recorded via the Performance and Development Review.
- 18.8. The supervisor will ensure that regular meetings are scheduled with a probationary staff member, that appropriate documentation is provided, and that there is the opportunity for feedback.

Confirmation of employment

- 18.9. Confirmation of employment may be approved at any time during the probationary period. Where the supervisor assesses that the probationary staff member's performance, conduct and suitability are satisfactory the supervisor will recommend to the delegate that the probationary period is completed.
- 18.10. Employment will be deemed confirmed, and the probation period concluded, where a probationary staff member is promoted (academic staff) or reclassified to a higher level in the current position (professional staff) during the probationary period.

Performance or conduct concerns

- 18.11. Where the supervisor is concerned about the performance or conduct of a probationary staff member the supervisor will meet with the probationary staff member as soon as is reasonably practicable to discuss, record and make available these concerns.
- 18.12. Where the supervisor's concerns are serious in nature, the supervisor may forgo clause 18.13 and commence discussions in accordance with clause 18.14.
- 18.13. Where the supervisor's concerns are less serious in nature, the supervisor will advise the staff member:
- (a) that the performance standards have not been met and outline the deficiencies;
 - (b) the expectations for improving in accordance with the performance standards;
 - (c) that the staff member's performance, conduct and suitability will be closely monitored during the period of review, and outline the timeframe in which to address the concerns; and
 - (d) that if the performance standards are not met the probationary staff member's employment may be terminated (annulled).
- 18.14. Following the completion of the review period as outlined in clause 18.13 (c), if there is little or no improvement in the conduct or performance of the probationary staff member; or where there are serious concerns in accordance with clause 18.12, the supervisor will work with the probationary staff member on an improvement plan and timeline to assist them to achieve the performance standards within the remaining probationary period. In setting the performance standards, consideration will be given to:
- (a) the relevant Minimum Standards for Academic Levels (in Schedule 4) or Professional Staff Classification Descriptors (in Schedule 5); and
 - (b) the expectations of a new employee to the University.

- 18.15. Following the completion of the improvement plan as outlined in clause 18.13, the supervisor should assess whether the probationary staff member's performance, conduct or suitability remains unsatisfactory based on a reasonable assessment of:
- (a) the staff member's performance against the performance standards; and
 - (b) any extenuating circumstances that may have impacted on the staff member's performance.
- 18.16. Where the probationary staff member's performance remains unsatisfactory following the review period (clause 18.13), the supervisor must, at least 15 working days prior to the end of the probationary period, recommend to the delegate that either the employment be annulled or the probation period be extended up to the maximum period allowed under clause 18.5. In either of these circumstances, the probationary staff member will be given a reasonable opportunity to seek further advice and respond to the supervisor's recommendation.
- 18.17. Following consideration of the supervisor's recommendation and any response given by the probationary staff member, the delegate (or College Dean / Divisional Director where the supervisor is the delegate) may recommend to the Director – Human Resources that the probationary staff member's employment be annulled.
- 18.18. With consideration given to the delegate's recommendation, the Director – Human Resources will then decide to either:
- (a) take no further action;
 - (b) confirm the appointment;
 - (c) refer the matter back to the supervisor to ensure that all the steps outlined in clause 18.11 – 18.16 have been complied with in substance and in a manner appropriate to the circumstances;
 - (d) extend the probationary period up to the maximum period allowed (clause 18.5), in which case the Director – Human Resources will provide the probationary staff member with a statement outlining the duration of the extended probation period and details of where the staff member's performance requires improvement; or
 - (e) annul the probationary staff member's employment.

Annulment of employment

- 18.19. Except in a case of serious misconduct, the University will provide a probationary staff member with notice of annulment of employment in accordance with the notice periods provision (clause 53) during the probationary period. Notwithstanding clause 53, the probationary staff member's employment will cease no later than the expiry of their probation period. The balance of any required notice period, as at the expiry of the probation period, will be provided as payment in lieu of notice.
- 18.20. Where a probationary staff member considers that the decision to annul their employment is unreasonable the staff member may seek a review under clause 73 – Review of decision. The probationary staff member's employment will not terminate prior to the review committee reporting its findings. The staff member will be suspended without pay pending the outcome of any review committee consideration, should their employment be reinstated, the University will pay the staff member an amount for the remuneration lost as a result of the suspension.

19. ORDINARY HOURS OF WORK FOR PROFESSIONAL STAFF

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

Hospitality stream at University House and Halls of Residence	38 hours per week – may take rostered days off by agreement with the University, in accordance with their hours worked and University policy and procedure.
Night assistants at Mt Stromlo or Siding Spring Observatory	70 hours per fortnight from commencement of night work in accordance with clause 19.2 below.

19.2. The ordinary hours of work for a night assistant who is rostered on night work at the Mount Stromlo and Siding Spring Observatories may exceed 35 in a week provided that: they do not exceed 70 hours in a fortnight commencing on the day on which the night work begins; and such night work begins not earlier than 30 minutes before evening astronomical twilight and ends not later than 30 minutes after morning astronomical twilight on any day. Where night work is impracticable, a rostered night assistant may be employed on daytime duties. Overtime will be payable in accordance with clause 27.8 (Overtime).

19.3. The following spans of hours provides the University's work areas with flexibility to meet varying workplace requirements, and reflect the ordinary time rates occur between Monday to Friday in accordance with the following spans:

Classification stream	Span of hours
Administration, Engineering, Information Technology, Library, Research, Stores, Technical	8.00am to 6.00pm
Information Technology (Helpdesk/Client services helpdesk; and Audio Visual)	7.30am to 6.30pm
Grounds	6.00am to 5.00pm
Attendant, Printing, Security, Cleaning	7.00am to 5.00pm
Hospitality	6.00am to 7.30pm
Maintenance	7.30am to 4.00pm

20. ENTITLEMENT TO BREAKS

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
Meal	Professional staff	Not less than 30 minutes after five consecutive hours of work	Meal break does not count as time worked
	Shift worker	Not less than 20 minutes during the first five hours of shift	Meal break is counted as time worked
	Two hours overtime continuing after completing ordinary hours of work	Additional break not more than one hour and meal allowance at rate specified in clause 27.15	Meal break does not count as time worked
Tea	Professional staff	Ten 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 four hours of work	Safety breaks counted as time worked
Changing time for purpose of washing and changing	Where working conditions require	Five minutes prior to breaks and completion of work	Counts as time worked – local agreements may supersede.

21. ACADEMIC FREEDOM AND PROTECTED DISCLOSURE

- 21.1. The University supports and upholds the concept and practice of academic freedom in accordance with the University Code of Conduct policy. Further, the University supports all staff engaging in active and frank internal debate and consultation, and the right of its staff to freely participate in such debate provided it is within the expectations of the Code of Conduct.
- 21.2. In addition, the University supports the ability of all staff to raise matters relating to alleged corrupt conduct or maladministration in accordance with the ANU Protected Disclosures policy.

22. ACADEMIC STAFF AND OUTSIDE WORK

- 22.1. Where an academic staff member is contemplating or undertaking fee paying consultancies, teaching or training (including executive training) work outside the University and the staff member publicises their affiliation with the ANU, the staff member must:
- declare and discuss any potential for a conflict of interest with their supervisor; and
 - seek approval of the delegate under the 52-Day Rule policy to undertake such work.
- 22.2. Where the University determines that a conflict or potential conflict of interest exists for an activity not approved under the 52-day rule, the University may direct the staff member to:
- (a) cease or not undertake such work; or
 - (b) in some circumstances, convert their ANU employment to a fractional appointment to ensure this work is not in conflict with their employment at the University; or
 - (c) negotiate to pay a “royalty” payment as determined by the University for the use of the University’s name and reputation for excellence while the staff member holds their University appointment and undertakes such outside work.

SALARY AND BENEFITS*What's in this section?*

This section contains information about:

- Salary
- Incremental progression
- Superannuation
- Salary packaging
- Overtime and overtime allowance for professional staff
- Shift work and shift allowances
- Higher duties allowance
- Allowances
- Recovery of overpayments
- Broadbanding.

23. SALARY

23.1. Salaries (including overtime and special loadings, if any) will be paid fortnightly.

23.2. Notwithstanding the above, the University may offer deferred salary arrangements in accordance with University policy.

23.3. The salary increases listed in the following table will apply to all University staff covered by this Agreement:

Increase	Date of effect (the first full pay period on or after)
\$1,800 (flat rate increase to base salary)	19 October 2017
2%	12 July 2018
\$1,800 (flat rate increase to base salary)	11 July 2019
2%	9 July 2020
2%	8 July 2021

23.4. Revised salary rates are set out in Schedule 1, 2, 3 and clause 12 as follows:

<u>Schedule 1</u>	Academic staff
<u>Schedule 2</u>	Casual sessional academic staff
<u>S2.11 of Schedule 2</u>	Clinical skills tutors
<u>S3.1 of Schedule 3</u>	Professional staff
<u>S3.3 of Schedule 3</u>	Staff at University House and staff employed in the hospitality stream
<u>S3.4 of Schedule 3</u>	Casual staff employed as simulated patients
<u>Clause 12</u>	Graduate recruitment development program participants

Academic Level A appointments

23.5. A research only Level A staff member will be paid a salary not less than Level A2.

23.6. A staff member at Level A will be paid a salary not less than the Level A3 rate where they are required to carry out full subject coordination duties as part of normal duties.

- 23.7. A staff member at Level A will be paid a salary not less than the Level A4 rate where, upon appointment holds, or during appointment is awarded, a relevant doctoral qualification.
- 23.8. All staff members employed at Level A who hold a relevant doctoral qualification and undertake academic research with a level of independence commensurate with that of an ARC/NHMRC postdoctoral fellow will be paid a salary loading which will take their salary to that equivalent to someone appointed at Level B1. They will continue to receive their Level A salary plus the salary loading until they are promoted to Level B, at which time they will receive a salary of B1 but no loading. Such staff members are eligible to apply for promotion.
- 23.9. Research staff employed without any expectation of undertaking academic research with a level of independence commensurate with that of an ARC/NHMRC postdoctoral fellow will be paid according to the professional staff research stream regardless of whether or not they hold a doctoral qualification.

Salaries - casual professional staff

- 23.10. A casual professional staff member will be employed by the hour and paid an hourly rate, being the hourly rate derived from the annual salary applicable to the appropriate ANU Officer Level plus 25% casual loading as per clause 15.7 (Casual employment loading). A staff member with prior experience and/or enhanced skills and knowledge may be appointed at any salary step within the relevant level.

Salaries – casual sessional academic staff

- 23.11. A casual sessional academic staff member will be paid at the rates set out in Schedule 2 (Casual sessional academic staff salary rates), which include the casual loading referred to in clause 15.7.
- 23.12. A casual sessional academic staff member will be paid within 22 days of submitting a valid and completed claim for payment to the appropriate Departmental representative of the University.
- 23.13. An casual sessional academic staff member will be entitled to a Teaching Experience payment at the next highest salary point in the salary range where the staff member:
- (a) has been employed doing substantially similar work, normally in excess of four semesters;
 - (b) has acquired the skills, experience and knowledge that has resulted in an improved student experience during this time; and
 - (c) demonstrates ongoing satisfactory performance, including satisfactory student assessments where relevant.
- The Teaching Experience payment will be subject to the conditions in (b) and (c) above being maintained.

Salaries – apprentices and trainee technical officers

- 23.14. Apprentices and trainee technical officers employed in accordance with clause 14.8 (Employment schemes) will be paid a rate in accordance with the following table:

Period	Apprentice (% of base rate of ANUO3)	Adult apprentice (% of base rate of ANUO3)	Trainee technical officer (% of base rate of ANUO4)	Adult trainee technical officer (% of base rate of ANUO4)
First six months	55	86	87.5	92
Second six months	65 subject to University satisfaction with performance	89 subject to University satisfaction with performance	87.5	92
2nd year	75	92	92	96
3rd year	85	95	96	98
4th year	96	98	96	98

23.15. Apprentice and trainee technical officer definitions:

- (a) An apprentice or trainee technical officer is a person who has immediately left school and will be paid at the non-adult base rate specified in the above table.
- (b) An adult apprentice or trainee technical officer who is 21 years of age or over will be paid the adult rate specified in the table above.
- (c) School means secondary education that may be facilitated through CIT, TAFE or an equivalent institution where a student qualifies for a leaving certificate.

23.16. The University will appoint an apprentice or trainee technical officer in accordance with the appropriate corresponding year, subject to the following:

- (a) the University recognises that apprentices or trainee technical officers may have accelerated advancement with respect to the completion of their accreditation by the appropriate authority.
- (b) the parties agree that the commencement salary for an apprentice or trainee technical officer should reflect their skill level and recognised prior learning. This needs to be supported by objective assessment provided by an appropriate training authority. Where the training authority confirms that an apprentice or trainee technical officer has skill levels appropriate to a higher entry point, the University will engage an apprentice or trainee technical officer at that point. In most cases, this will be either the second six months of the first year or starting salary at the second year;
- (c) an apprentice or trainee technical officer may approach the University to be evaluated for appointment to an advanced year if they claim to have advanced training and experience for their current or proposed year of appointment. The University will then arrange an evaluation by an appropriate training authority to determine at what year the apprentice or trainee technical officer should be appointed.
- (d) with respect to the above, CITC or another recognised training authority will be used for the skills and competency assessment for the appointment of an apprentice or a trainee technical officer consistent with their years of training and experience.

Salaries – trainees

23.17. Trainees employed in accordance with clause 14.8 (Employment schemes) will be paid a rate in accordance with the following table:

Salary (% of an ANU Officer Level 3 base salary)

Years out of School	Highest year of schooling completed	
	Year 10 or 11	Year 12
1	42	51
2	51	60
3	60	69
4	69	79
5 or more	79	79

23.18. Years out of school are determined on 1 January and include any period of schooling, which does not result in a completed year of schooling.

23.19. With respect to the above, a trainee who subsequently completes year 12 after commencing their traineeship shall not be paid less than the rate applicable had they not completed year 12.

24. INCREMENTAL SALARY PROGRESSION

24.1. Incremental progression through the salary structure within a classification requires the staff member's acquisition of new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development Review. Supervisors will provide reasonable assistance and opportunity to staff members to achieve salary progression.

24.2. A staff member is eligible to be paid at the next salary step within the relevant level on the anniversary of commencement, subject to:

- (a) 12 months' continuous service in the case of annual increments (excluding leave without pay); or
- (b) 24 months' continuous service in the case of the biennial increments in clause 24.4 (excluding leave without pay).

24.3. An increment will only be withheld in accordance with clauses 70 and 71 (Disciplinary action).

24.4. Incremental progression will be biennial for all academic staff and professional staff at ANU Officer Level 6 and above.

24.5. Casual staff are not entitled to incremental progression but a Teaching Experience payment under clause 23.13 (Salaries – Casual sessional academic staff) may be payable.

25. SUPERANNUATION

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. All staff members on continuing appointments, continuing (contingent funded) appointments, and fixed term appointments of 12 months or more or fixed term staff members who have 12 months of continuous service (in accordance with clause 34) are eligible for UniSuper membership and entitlements.

- 25.4. 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.
- 25.5. From the first pay period on or after 31 December 2020 the University will pay 17% of salary to UniSuper for all fixed term staff members.
- 25.6. Subject to clause 25.4 (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. 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 clause 26 (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 flexibility in coverage and contribution level.

26. SALARY SACRIFICING AND DEDUCTIONS

- 26.1. The University will offer salary sacrificing deductions for staff members, including for extra superannuation payments, campus childcare, on-campus parking fees and other benefits available through the University's salary packaging provider. A staff member may salary sacrifice and authorise deductions from their salary.
- 26.2. The University will provide a payroll deduction facility for union fees at no cost to the staff member or the union.

27. OVERTIME AND OVERTIME ALLOWANCES FOR PROFESSIONAL STAFF

- 27.1. 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 or is required to be worked outside the span of hours as defined in clause 19 (Ordinary hours of work for professional staff).

27.2. A staff member may be required to work reasonable overtime. Where a staff member has personal commitments or personal circumstances arise and it would be unreasonable for the University to prevent the staff member from attending to them, the staff member may refuse to work outside their ordinary hours of work.

Eligibility for paid overtime

27.3. A professional staff member will be eligible to receive the overtime rates prescribed in clause 27.5 except where:

- (a) the staff member is employed at ANU Officer Level 8 or above;
- (b) a flexible working arrangement in accordance with clause 45.2 (b) applies and where the work can be accommodated within that arrangement;
- (c) the staff member is in receipt of an overtime allowance in accordance with clause 27.18; or
- (d) 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.
- (e) A casual professional staff member will be eligible for overtime in accordance with clause 27.4 (below).

27.4. A casual professional staff member will only be eligible to receive the overtime rates prescribed in clause 27.5 where the staff member works in excess of the ordinary hours of work as defined in clause 19. Where a casual staff member receives overtime rates of pay, they will not be eligible to be paid the casual loading referred to in clause 15.7 for the overtime work.

Overtime rates

27.5. A staff member who is eligible to be paid for overtime will be paid in accordance with the following table, subject to the alternate overtime arrangements outlined in clauses 27.6 to 27.8.

Day of work	Overtime rate of pay (inclusive of ordinary hours)
Monday to Friday	150% for first three hours, 200% thereafter
Saturday	150% for first three hours, 200% thereafter
Sunday	200%
Public holiday	250%

27.6. A cleaner who is not a shift worker, or is a shift worker not rostered to work on a Saturday, will receive 200% of their ordinary hour rate of pay for all hours worked on a Saturday.

27.7. An examination invigilator, field interviewer, community coordinator, or 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 their span of hours defined in clause 19. 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 19.

27.8. An observatory night assistant will not be paid at the overtime rates prescribed in clause 27.5 above, but will be paid 150% of the ordinary hours pay rate for the first eight hours of overtime and 200% of the ordinary rate thereafter for all time worked in excess of 70 hours in a fortnight.

Availability duty and continuous standby

27.9. The University may place a staff member who is at a level no greater than ANU Officer Level 7 on availability duty or continuous standby on a daily or weekly basis, where the staff member must remain able to be contacted by telephone and attend the University as required within an agreed time.

27.10. A staff member who is placed on availability duty or continuous standby is entitled to the availability allowance specified below per week (Sunday to Saturday inclusive). Where a staff member is placed on such duty for less than one week, the allowance will be calculated on the basis of one-seventh of the weekly allowance for each day of availability duty.

Availability allowance type / eligibility criteria		Allowance
On-call availability allowance Where a staff member is required to be able to be contacted by telephone and to return to the University within a reasonable time to perform overtime work.	no more than one week in any three week period	18% of ordinary weekly pay
	more than one week in any three week period	23% of ordinary weekly pay
Emergency availability allowance Where a staff member is required to be able to be contacted by telephone and return to the University immediately to perform overtime work in relation to emergency situations.	not more than one week in any three week period	45% of ordinary weekly pay
	more than one week in any three week period	50% of ordinary weekly pay
Continuous standby allowance Where a staff member is required to be on standby to attend the University immediately to perform overtime work prior to normal commencement of duties.		100% of ordinary rate of pay

Overtime allowances

27.11. A staff member who works overtime and is not in receipt of availability duty allowance in accordance with clause 27.10 above will be paid an allowances, subject to eligibility as outlined in the below table:

Overtime allowance type / eligibility criteria	Allowance	Indexation
Short call allowance Where a staff member is not on availability duty but is required to work overtime on a Sunday or public holiday and has received less than 24 hours' notice of that requirement. Where a staff member is directed to immediately attend an emergency situation, regardless of the day upon which that requirement falls.	\$19.98 per call	Clause 30.2(b)
Cancellation allowance Where staff member is provided less than six hours' notice of cancellation of overtime.	one hour's pay at overtime rate	NA
Overtime travelling allowance To be paid where a staff member works overtime not continuous with ordinary hours in accordance with clause 27.14, where the staff member uses their private vehicle to be paid for return travel between the University and a staff member's residence.	rates per business kilometre determined by the Australian Taxation Office	NA

Paid overtime not continuous with ordinary hours

- 27.12. Where the staff member is not in receipt of an availability duty allowance under clause 27.10, and is required to work overtime that is not continuous with their ordinary hours, the staff member will be paid a minimum of four hours at the appropriate overtime rate calculated from the time the staff member commenced work; and a travelling allowance as defined in clause 27.11. 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 two hours which has been agreed between the staff member and the supervisor.
- 27.13. A staff member who is paid an availability duty allowance and is required to work overtime that is not continuous with their ordinary hours will be paid for a minimum of three 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 what would have been paid had the employee remained at work for the whole period.

Other terms and conditions for overtime

- 27.14. A staff member who works approved overtime is entitled to a minimum of nine 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 nine hours after the staff member has finished work, they 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 nine consecutive hours, the staff member will be paid double time for all hours worked until able to take a nine hour break.
- 27.15. A staff member who is paid overtime may be entitled to an additional meal break in accordance with clause 20 (Entitlement to breaks) and payment of a meal allowance \$22.23 per meal to be indexed in accordance with clause 30.2(c).
- 27.16. Where a staff member is performing overtime at the time of a daylight savings changeover from standard time to summer time, or the reverse, payment will be made in respect of elapsed time.
- 27.17. Where a staff member is required at short notice to work paid overtime until it is too late to travel by the last public transport option or other regular means of commuting to their usual place of residence, the University will provide appropriate transport free of charge.

Annualised overtime allowance

- 27.18. The delegate may approve payment of an annualised overtime allowance where that staff member's duties necessitate long working hours and/or significant hours of work outside the normal span of hours, to compensate for all overtime worked in lieu of the overtime payments prescribed in clause 27.5. For staff members at ANU Officer Level 8 or above, the delegate will be the Director – Human Resources.
- 27.19. Payment of an annualised overtime allowance will not reduce the entitlements that the staff member would otherwise have received through the normal calculations of overtime rates when averaged over a year. If agreement cannot be reached, the provisions under this clause will apply (clauses 27).

28. SHIFT WORK

- 28.1. 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 as defined in clause 19 (Ordinary hours of work for professional staff).
- 28.2. The normal hours of work of a staff member engaged as a shift worker must not exceed 35 per week, or 38 per week for a staff member employed in the Hospitality stream of University House and Halls of Residence, when averaged over a cycle of shifts.

General application of shift work

- 28.3. Where shift work is required, the University will provide a shift work roster, which will include the days and times the staff member is required to work. Rostered times must not be changed by the University unless a minimum seven days' notice is given to the staff member concerned.
- 28.4. 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.
- 28.5. Places in a shift roster may be interchanged by mutual agreement between the staff members concerned and the supervisor.
- 28.6. Where less than seven 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.
- 28.7. Where a casual professional staff member works outside the span of hours (clause 19), the staff member will be entitled to the shift penalty rates in accordance with clause 28.11.
- 28.8. Time worked by a shift worker outside the rostered hours of work for a shift on any day will be paid at overtime rates, subject to the provisions under clause 27.
- 28.9. A shift worker who works overtime will be paid the eligible overtime rate prescribed in clause 27.5. The overtime rate will be in substitution for, and not cumulative upon shift penalties rates, for the overtime hours worked.
- 28.10. 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 the full shift, no more and no less.

Shift penalty rates

- 28.11. Subject to clauses 28.8 – 28.10, a staff member who works shift work will be entitled to shift 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*
Staff other than hospitality, Monday to Friday	Morning shift starts at/after 4:00am and before 6:00am but finishes no later than midday	115%	140%
	Afternoon shift finish after 6.00pm (or 7.30pm for cleaners & security staff) but no later than midnight	115%	140%
	Night shift that finishes after midnight but no later than 8:00am	130%	155%

Hospitality staff, Monday to Friday	Shift commences before 6:30am or finishes after 7:30pm	115%	140%
	Shift where staff members are regularly rostered** for at least 6 hours duty after 10:30pm or are regularly rostered to commence shifts at or before 4:00am	130%	155%
Saturday		150%	175%
Sunday		200%	200%
Public holiday		250%	250%

*These rates are inclusive of and not additional to the casual loading referred to in clause 15.7.

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

- 28.12. A shift worker who is on annual leave will, for the period of the leave, continue to be paid the shift penalty rates that they would normally receive.
- 28.13. Except for those on annualised shift allowances, a shift worker who is on personal leave or long service leave will be paid ordinary hours and not the shift penalty rates which they normally receive.
- 28.14. A shift worker will be paid at the ordinary time rate, exclusive of penalty rates, for a public holiday which falls on a day that they would have regularly been rostered, except that they would be paid at the public holiday rate for time actually worked on that day.

Annualised shift allowance

- 28.15. The delegate may approve payment of an annualised shift allowance to compensate for all shifts worked in lieu of the shift penalty payments prescribed in clause 28.11. For staff members at ANU Officer Level 8 or above, the delegate will be the Director – Human Resources.
- 28.16. Payment of an annualised shift allowance will not reduce the entitlements that the staff member would otherwise have received through the normal calculation of shift penalty payments when averaged over a year. If agreement cannot be reached, the provisions of this clause will apply (clause 28).

Part time library shift workers

- 28.17. A part time library shift worker will be paid the following rates in substitution of those set out in clause 28.11 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; and
 - (c) 250% for a public holiday.
- 28.18. No payment will be applicable where a staff member would normally have been rostered to work on Australia Day or other public holidays and University closure dates which fall during the Christmas closure period (clause 44) and the staff member is not required to work.

Examination invigilators, field interviewers, community coordinators, staff members employed at the Drill Hall Gallery or the School of Arts Gallery and casual staff members employed in the library

- 28.19. Examination invigilators, field interviewers, community coordinators, staff members employed at the Drill Hall Gallery or the School of Arts Gallery and casual staff members employed in the library will not be paid the shift

rates provided in clause 28.11. These categories of staff will be paid at the rate of 100% for work required and performed during any shift as defined in clause 28.11 (other than a public holiday).

Trainees

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

29. HIGHER DUTIES ALLOWANCE (HDA)

29.1. Where it is essential that duties of a higher level are carried out, a professional staff member may be paid a HDA.

29.2. HDA will be paid to a staff member performing higher duties in the following circumstances:

- (a) where the maximum salary for the position in which the staff member acts is not in excess of the salary range for an ANU Officer Level 7 and the staff member performs those higher duties for a period in excess of two consecutive working days;
- (b) where the members of staff in the Grounds, Hospitality and Maintenance streams are required to act in positions where the salary does not exceed the maximum salary point of the current ANU Officer Level 7 and the occupant of the higher level position is absent two working days or more; or
- (c) where the maximum salary for the position in which the staff member acts exceeds the maximum of the salary range for an ANU Officer Level 7 and the staff member performs those higher duties for a period in excess of one working week.

29.3. The HDA will be:

- (a) the difference between the salary rate for the staff member's substantive ANU Officer Level and incremental step and the base salary rate of the ANU Officer level at which the higher duties are being undertaken; or
- (b) a fixed amount approved by the delegate for the period of higher duties, provided that amount is not less than the amount to which the staff member would be entitled pursuant to clause 29.3 (a).

29.4. HDA will not be payable within a broadband.

29.5. Where a staff member performs higher duties for a period of between one half of a day and one full day, the period of higher duties will be regarded as a full day for the purposes of payment of the allowance.

29.6. Where a staff member performs only part of the duties of a more senior staff member HDA may be paid at an appropriate percentage of the allowance specified in clause 29.3 (a).

30. ALLOWANCE PROVISIONS

30.1. The University will pay allowances to staff in accordance with this clause and Schedule 6.

30.2. The University will adjust allowances annually on the date of effect of salary increases specified in clause 23.3 (Salaries) by:

- (a) the rate of salary increase taking effect on the date of adjustment of the allowance;
- (b) the level of indexation of the University's operating grants for that year; or
- (c) the percentage change in the national Consumer Price Index from the previous financial year, as published by the Australian Bureau of Statistics.

31. RECOVERY OF OVERPAYMENTS

- 31.1. Where a staff member has been provided with payment and/or monetary entitlements to which the staff member was not entitled (including salary, leave, travel payment and/or other amount payable under this Agreement), this represents an overpayment which the University will recover from the staff member at the earliest opportunity.
- 31.2. The University will inform the staff member as soon as practicable of any overpayment providing written details of the overpayment, the proposed recovery arrangements and options available for repayment.
- 31.3. Where possible a staff member should settle the amount in the next pay, in full, however, by reason of hardship or the scale of the overpayment, the University will consider a repayment schedule to assist the staff member.
- 31.4. Where the staff member seeks to review the amount of the overpayment, or the proposed recovery arrangements, discussions should occur between the Human Resources Division and the staff member. Staff are able to involve a union or staff representative of their choice in these discussions.
- 31.5. Where a staff member is leaving the University, the University may deduct the amount in full from the staff member's termination payments.

32. BROADBANDING

- 32.1. Broadbanding means a classification that crosses two ANU Officer Levels.
- 32.2. The ANU Officer Levels and broadbands for each classification stream are provided in the below table. Incremental progression through the salary structure within the classification stream is subject to clause 24 (Incremental salary progression).

Classification stream and relevant secondary descriptor	ANU Officer Levels and broadbands*
Administration	2/3, 4, 5, 6/7, 8, SM1
Cleaning	2, 3
Engineering	5/6, 7, 8, SM1
General services	2
Grounds	2, 3/4
Hospitality	1/2, 3, 4, 5, 6, 7, 8, SM1
Information Technology	2/3, 4, 5/6, 7, 8, SM1
Library	4, 5/6, 7, 8, SM1
Maintenance	2, 3, 4, 5, 6
Printing	2/3,4
Research	4, 5/6, 7, 8, SM1
Security	3, 4
Specialist	6/7, 8, SM1
Stores	2/3,4,5
Technical	2/3, 4/5, 6, 7, 8, SM1

*Broadbands are indicated as, for example, 6/7.

LEAVE AND CONDITIONS

What is in this Section?

- Leave provisions
- Annual leave
- Personal leave
- Parental leave
- Grandparent leave
- Other leave entitlements
- Long service leave
- Public Holiday
- Christmas closedown
- Flexible working arrangements for professional staff

33. LEAVE PROVISIONS

- 33.1. The University will provide a family friendly work environment, with flexible leave arrangements which allow fair and reasonable access to paid and unpaid leave for a range of purposes to support personal needs of staff and the operational requirements of the University. For all leave types contained in this Agreement, further explanatory information, including details on how to apply for the leave, can be found in the University's relevant leave procedure. An outline of the various leave types is provided in the following clauses.
- 33.2. All paid leave counts as service for all purposes.
- 33.3. Casual staff are not entitled to paid leave. A part time staff member is entitled to the same leave entitlements as a full time staff member in an equivalent position, except that leave will be paid on a pro rata basis.
- 33.4. All leave will be taken at a time mutually agreed by the staff member and supervisor, having regard to the operational requirements of the area and the particular needs of the staff member, except where this Agreement specifically provides otherwise or where personal circumstances arise, the nature of which would make it unreasonable for the University to prevent the staff member from taking the leave.
- 33.5. If, subject to the provisions of this Agreement, a staff member takes leave at half pay, their leave accruals and superannuation contributions during the period of leave at half pay will be on a pro rata basis.

34. CONTINUITY OF SERVICE

For the purpose of determining service entitlements of a fixed term staff member, breaks between fixed term periods of employment of up to two times per year and of up to eight weeks, or the period between terms of employment over the summer break, are deemed not to constitute breaks in continuous service.

35. ANNUAL LEAVE

- 35.1. All 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 clause 35.1 the following categories of staff are entitled to additional leave per year accrued on a fortnightly basis as follows:

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

35.3. 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 from the first working day in the following January and their annual leave balance will be reduced accordingly.

Leave management

35.4. Annual leave accrual of more than six weeks (pro-rata for part time staff) will be regarded as 'excess leave' for the purposes of this clause.

35.5. Where a staff member has accrued excess leave, and has not applied for leave which will eliminate the excess, the University will notify the staff member that leave must be taken at a mutually agreed time within the next four months. The amount of leave to be taken must be sufficient to reduce the staff member's excess leave, including leave accrued during the notice period, to below four weeks (pro-rata) of annual leave accrual.

35.6. Where a staff member has not sufficiently reduced their excess leave balance in accordance with clause 35.5, the University will require the staff member to take the specified period of leave. A staff member will not be required to take the specified period of leave where an agreed leave management plan has been approved.

Purchasing or cashing out of annual leave

35.7. A staff member other than a casual may:

- (a) subject to approval by the delegate, purchase extended leave in accordance with University procedure including options such as leave purchasing, purchasing leave with leave loading, deferred salary and 48/52 arrangements. Approval for such arrangements, while considering operational requirements, will not be unreasonably withheld. The University agrees to develop these options with the parties to this Agreement; and/or
- (b) make an application to the Director - Human Resources to have their annual leave accrual cashed out due to financial hardship.

35.8. Payments made under this clause are not superannuable, nor does the cashed out leave count as service.

Annual leave loading

35.9. A staff member is entitled to payment of an annual leave loading equal to 17.5% of 20 days' base salary, accruing on a fortnightly basis, except that:

- (a) the maximum annual leave loading payable will not exceed the average weekly earnings for all males in the May quarter of the year preceding payment, as published by the Australian Bureau of Statistics;
- (b) a staff member who continues to receive penalty rates, or an associated allowance, while on annual leave will not be eligible for annual leave loading if their penalty rate, or allowance rate, is equivalent to, or exceeds, 17.5% of 20 days' pay; and
- (c) a staff member who continues to receive penalty rates, or an associated allowance, while on annual leave which is less than 17.5% will be eligible for payment of annual leave loading equivalent to the difference between such rates and 17.5% of 20 days' pay.

35.10. Accrued annual leave loading will be paid in the second pay of each calendar year, and on termination any pro rata balance will be paid.

Leave application conditions

35.11. Where practicable, all staff are required to submit a leave application in advance of the leave being taken.

35.12. Subject to appropriate notice and operational requirements of the work area, a staff member with sufficient credit should be able to take at least 20 days' annual leave in an unbroken period. Such leave will not be unreasonably refused.

35.13. Some areas, for example teaching academics and student administrative areas, have operational restrictions on when leave is taken and/or periods during which leave cannot or must be taken.

35.14. Annual leave cannot be taken in advance of accruals, except in exceptional circumstances to be determined by the delegate. The University will deduct annual leave balance debits from termination pay.

35.15. Staff on externally funded fixed-term appointments may be required to take accrued leave prior to the expiry of their appointment.

35.16. A staff member who is ill during a period of annual leave or long service leave will have leave entitlements re-credited out of their personal leave balance on submission of a medical certificate.

36. PERSONAL LEAVE

36.1. Other than casual staff members, Personal leave is provided for the following circumstances:

- (a) **sick leave** for all staff members for recovery from personal illness;
- (b) **carer's leave** for all staff members to care for an immediate family member, or a member of the employee's household, who requires care or support because of a personal illness, personal injury, or personal incapacity; or for an unexpected emergency affecting that staff member; or to provide related care for a medical condition, subject to a medical certificate;
- (c) **bereavement leave** of up to five days for an immediate family member;
- (d) **cultural leave** for the purpose of attending essential religious or cultural obligations associated with the staff member's particular religious faith, culture or tradition, subject to the provision of clause 36.10 and reasonable evidence as to the nature of the activity or ceremony the staff member is obliged to attend;
- (e) **antenatal leave** for the purpose of attending appointments associated with antenatal care, surrogacy, pre-adoption or permanent placement, subject to relevant evidence; or
- (f) on compassionate or other appropriate grounds as determined by the Director – Human Resources.

- 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, grandchild, or sibling of a spouse or defacto partner.
- 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 staff member (over six months) in the first to third year of service	20 days per year (cumulative)
Full time continuing, continuing contingent funded or fixed-term staff member after the third year of service	25 days per year (cumulative)
Fixed term staff (six 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 paid personal leave is cumulative.
- 36.5. On commencement a staff member will be credited with the first year’s entitlement. The second and subsequent years’ entitlements accrue throughout the year and become 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. All staff must advise their supervisor as soon as possible of their inability to attend work and submit an application for all periods of personal leave.
- 36.8. A medical certificate is required for absences in excess of three consecutive days. The evidence may include: a statutory declaration; medical certificate; or other reasonable evidence considered acceptable by the University. In the case of ongoing illness, staff members should discuss and agree with their supervisors on the evidence required. Where considered warranted, the delegate may require a medical certificate for any future absence(s).
- 36.9. A seriously ill staff member who has used all of their personal leave credits and who is suffering substantial hardship may apply to the Director – Human Resources for assistance during the illness.
- 36.10. Applications for personal leave for the purpose of attending a significant cultural event in accordance with clause 36.1 will normally be submitted four weeks prior to leave to allow the work area to make appropriate staffing arrangements to cover the absence if necessary.
- 36.11. A staff member may apply for compassionate leave, in addition to personal leave, of up to two days per occasion, as provided for in the National Employment Standards; where a member of the staff members’ immediate family or household contracts or develops a personal illness that poses a serious threat to their life; or sustains a personal injury that poses a serious threat to their life; or dies.

Personal leave for Aboriginal and Torres Strait Islander staff members

- 36.12. For the purpose of bereavement leave (clause 36.1 (c)), “immediate family member” for Aboriginal and Torres Strait Islander staff members means family by marriage, adoption, fostering, traditional kinship and refers to a staff member’s: spouse or former spouse, domestic partner or former domestic partner; their child or adult child (including their adopted child, step child, or an ex-nuptial child), parent, brother, sister, grandparent, foster-

grandparent, step-grandparent, grandchild, in-law relative, guardian, ward or a person with respect to whom the staff member has an Indigenous kinship relationship of equivalent significance or a person who stands in a bona fide domestic or household relationship with a staff member including situations in which there is implied some dependency or support role for the staff member.

36.13. In order to fulfil cultural, community and family obligations, the University will support all Aboriginal and Torres Strait Islander staff members by providing one day paid NAIDOC leave annually. It is recognised that leave to attend NAIDOC activities is of mutual benefit to Aboriginal and Torres Strait Islander staff members and the University.

36.14. Where an Aboriginal and Torres Strait Islander staff member has exhausted all personal leave provisions, an additional four days personal leave will be granted to facilitate the staff member's cultural responsibilities as identified in clause 36.1 (c) and (d).

37. DOMESTIC VIOLENCE LEAVE

37.1. The University recognises that some of its staff may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work. Domestic violence refers to physical, sexual, financial, verbal or emotional abuse by a family member or household member.

37.2. Staff can access the free and confidential University counselling services and/or the ACT Domestic Violence Crisis Service for support.

37.3. In order to support a staff member experiencing domestic violence and provide a safe and supportive workplace, the University will favourably consider reasonable requests for domestic violence leave, variations in work arrangements including changes to hours, transfer to more suitable work where available, changes to telephone and email addresses, and other flexible working arrangements.

37.4. Where a staff member identifies as being subject to domestic violence, all related information will be kept confidential and access to this information will be restricted to University staff providing direct support and assistance.

Application for domestic violence leave

37.5. A staff member may make a confidential application to the Director – Human Resources to access paid domestic violence leave, and/or request the replacement of any other leave which was taken as a result of experiencing domestic violence. No reasonable request will be refused.

37.6. The amount of domestic violence leave granted will be determined by the staff member's individual circumstances through consultation with the Director – Human Resources.

38. PARENTAL LEAVE

38.1. A staff member with 12 months' continuous service, who is not a casual employee, shall be entitled to parental leave and career re-entry assistance in accordance with this clause.

38.2. A staff member with less than 12 months' continuous service with the University, who is not a casual employee, may take up to 52 weeks' absence including accrued annual and long service leave and/or unpaid parental leave.

38.3. A fixed term staff member will be entitled to parental leave and career re-entry assistance in accordance with this clause. Parental and career re-entry assistance will only be available within the fixed term contract period.

38.4. A casual staff member is entitled to 52 weeks' unpaid parental leave if:

- the staff member has been employed on a regular and systematic basis for a sequence of periods over at least 12 months; and
- the staff member had a reasonable expectation of continuing work with the employer, had it not been for the actual or expected birth, placement or adoption of a child.

38.5. 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, permanent foster care or legal guardianship.

Parental leave means an unbroken period of paid or unpaid parental leave following the birth or placement of a child. For the purposes of defining unbroken leave, this may include other leave types such as annual or long service leave.

Partner leave means leave taken by the partner of a birth mother, or one of two adoptive parents, permanent foster carers or legal guardians of a child.

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 relevant former husband or wife, de facto partner or same sex partner.

Twelve months continuous service, for birth-related parental leave, is taken as at the date of birth or expected date of birth, and for placement-related parental leave (adoption, permanent foster care or legal guardianship), is taken as at the date of placement or expected date of placement.

Birth-related parental leave

38.6. A staff member who becomes pregnant is normally required to commence parental leave six weeks prior to the nominal expected birth of a child. A later commencement date is possible if the birth mother is declared fit for duty, which is supported by a medical certificate.

38.7. 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 parental leave	26 weeks, on full or part pay	<ul style="list-style-type: none"> • Eligibility and duration of paid parental leave is subject to clauses 38.1 and 38.3 above. • After the first 14 weeks, paid parental leave may be shared between the birth mother and her employee partner provided that the employee partner is the primary caregiver of the child, and subject to providing declaration to the delegate in relation to eligibility. • Where the leave is shared between employee parents, this will not increase the total paid parental leave entitlement.

Unpaid parental leave	The remainder of the 52 week entitlement which has not been taken as any form of paid parental leave, annual leave or long service leave.	<ul style="list-style-type: none"> • Unpaid parental leave may be taken concurrently by employee couples, subject to providing a declaration to the delegate in relation to eligibility. • Where employee parents take unpaid parental leave concurrently, this will not increase the total unpaid parental leave entitlement.
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Placement-related parental leave

38.8. A staff member who adopts or undertakes permanent foster care or guardianship of a child, and is the legal parent and primary caregiver of that child, is entitled to up to 52 weeks' parental leave as set out in the following table:

Provision	Entitlement	Condition
Paid parental leave	26 weeks to normally commence from date of placement of the child, on full or part pay.	<ul style="list-style-type: none"> • Eligibility and duration of paid parental leave is subject to clauses 38.1 and 38.3 above. • Earlier commencement is possible in circumstances where preparations are needed that require the staff member to be absent prior to the date of placement (for example, overseas travel to finalise the adoption process and collect/integrate the child). • The child must at placement be less than five years of age, and must not be a step-child of the staff member or their partner. • Paid parental leave may be shared between employee parents provided that the employee parent receiving the paid parental leave is the primary caregiver of the child, and subject to providing a declaration to the delegate in relation to eligibility. • Where the leave is shared between employee parents it will not increase the total paid parental leave entitlement.
Unpaid parental leave	The remainder of the 52 week entitlement which has not been taken as any form of paid parental leave, annual leave or long service leave.	<ul style="list-style-type: none"> • Unpaid parental leave may be taken concurrently by employee parents, subject to providing a declaration to the delegate in relation to eligibility. • Where employee parents take leave concurrently, this will not increase the total unpaid leave entitlement.

Career re-entry assistance

38.9. In addition to parental leave entitlements above; a staff member is entitled to career re-entry assistance, as set out in the following table:

Provision	Entitlement	Condition
Career re-entry assistance	Up to the equivalent of six weeks' pay to be used to assist with the staff member's return to work following parental leave. Such assistance will be available to the staff member who has taken paid and/or unpaid parental leave to be the primary care giver to the child (by birth or adoption) irrespective of whether the staff member was the birth mother.	<ul style="list-style-type: none"> • Available to a staff member to facilitate their return to work, which may be taken during or after the 52 week parental leave period and up to the child's second birthday. • 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: <ul style="list-style-type: none"> ▪ six weeks' paid leave taken in full or in agreed periods; ▪ agreed graduated return to work program; ▪ agreed staff development opportunities such as funding or time release for work related conferences or study; ▪ 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 six weeks' leave or the value of six weeks' leave. • Such requests will not be unreasonably refused. • Paid career re-entry assistance may be shared between employee parents provided that the employee parent receiving the paid career re-entry assistance is the primary caregiver of the child, and subject to providing a declaration to the delegate in relation to eligibility. • Where the career re-entry assistance is shared between employee parents it will not increase the total career re-entry assistance entitlement.

Partner Leave

38.10. A staff member whose partner becomes pregnant, or becomes one of two adoptive parents, permanent foster carers or legal guardians of a child (but is not the primary care-giver of that child), is entitled to partner leave as set out in the following table:

Provision	Entitlement	Condition
Paid partner leave	15 working days (pro rata) to be taken within 12 months from the birth or placement of a child.	<ul style="list-style-type: none"> • Partner of birth mother, or one of two adoptive parents, permanent foster carers or legal guardians (but is not primary caregiver of that child). • Partner leave may be taken concurrently with any form of parental leave taken by the primary carer.
Unpaid partner leave	One week to commence immediately after paid partner leave	

38.11. If a staff member assumes primary caregiver responsibilities of the child subsequent to the birth or placement, they are entitled to a continuous period of up to 12 months' unpaid parental leave (less any other period of paid or unpaid parental or partner leave already taken under this provision) in accordance with the National Employment Standards.

Conditions for parental leave

38.12. Paid parental leave will be granted at the staff member's substantive salary. Any temporary reduction in fraction associated with the pregnancy will be disregarded.

38.13. The University will make contributions to a staff member's superannuation fund during paid parental leave where permitted by the superannuation scheme to which the staff member belongs.

38.14. If a staff member who becomes ill during a period of unpaid parental leave, and that illness is substantiated by a medical certificate, the staff member may take that period as personal leave provided in clause 36 (Personal leave).

38.15. A staff member may be eligible for personal leave to attend appointments associated with antenatal care, fertility treatment, surrogacy, pre-adoption or permanent foster care appointments prior to birth, adoption or placement, in accordance with the personal leave provisions under clause 36 (Personal leave).

Commencement of parental leave

38.16. A staff member shall advise the University at least ten weeks prior to their expected date of birth of the date on which they propose to commence leave and the date which they propose to return to work, as well as the specific leave arrangements. Appropriate certification relating to the birth or adoption of the child must be provided with this application.

Return to work after parental leave

38.17. A staff member will be entitled to return from parental leave to their substantive position, or an agreed part time position or an agreed alternative position. A request for return to part time hours will not be unreasonably refused.

38.18. A staff member shall confirm their intention to return to work by providing the University with at least four weeks' written notice of their expected date of return.

38.19. The staff member may request to return to work, or the University may notify the staff member that they must return to work, where during parental leave the pregnancy ends without the birth of a live child or the child dies, the staff member ceases to be the primary caregiver or there is another material change in circumstances. Where the University requires a return to work, at least four weeks' notice will be provided and notwithstanding this notice, any available parental leave may be used where a medical practitioner certifies it to be necessary. Where the staff member requests to return to work, this will be allowed within four weeks from receipt of notification.

Australian Paid Parental Leave Scheme

38.20. All entitlements under the Federal Governments Paid Parental Leave Scheme will be paid in addition to entitlements offered under this provision.

39. GRANDPARENT LEAVE

39.1. A staff member, other than a casual, with 12 months continuous service shall be entitled to 12 months grandparent leave to undertake the care of their grandchild in accordance with this clause. A fixed term staff member will not be entitled to grandparent leave beyond the expiry of their contract.

39.2. A grandparent is the parent of one of the parents of a child requiring care for which the grandparent leave is sought, whether by marriage, de facto relationship, adoption, guardianship or same sex relationships.

39.3. The grandchild is the natural or the adopted child of the staff member's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.

39.4. When making an application for leave the supervisor may request proof that the child is the grandchild of the staff member.

39.5. Grandparent leave will:

- (a) normally be taken in a single block;
- (b) not be unreasonably refused by the supervisor;
- (c) be taken as leave without pay and will not break the staff member's service with the University nor will the staff member accrue any entitlements during this period of approved absence; and
- (d) be approved following the staff member having made application to utilise available annual leave or long service accruals.

39.6. Taking a period of annual leave or long service leave does not prevent a staff member applying for and having grandparent leave granted.

39.7. Where practicable a staff member shall advise the University in writing ten weeks' prior to commencing unpaid grandparent leave of the dates of the leave to be taken. If the scheduled return date changes, the staff member will provide four weeks' notice of the date of return.

39.8. A staff member will be entitled to return from grandparent leave to their substantive position or an agreed alternative position. A request for return to part time hours will not be unreasonably refused.

39.9. If returning from leave on a part time basis, an individual flexibility arrangement will be entered into between the staff member and the University.

40. STAFF AND UNION REPRESENTATIVES

- 40.1. A staff member and/or union representative may be granted a leave of absence to undertake training or attend authorised national union conferences, subject to provision of reasonable notice, the operating requirements of the University, and the scope, content and level of training being appropriate for the staff member's role representing other staff and enhancing productive relationships and working arrangements.
- 40.2. The leave of absence will be paid at the staff member's ordinary pay, excluding shift and overtime payments.
- 40.3. The University will provide appropriate time release arrangements for University staff who are official union representatives to attend to recognised union business.

41. OTHER LEAVE ENTITLEMENTS

Leave Type	Qualification	Entitlement and accrual	Conditions
War service	Professional staff members	Special credit of 9 weeks sick leave at commencement	Staff who served full time overseas as a member of the Australian Defence Force in an operational area described in Sch.2 of the <i>Veteran's Entitlements Act 1986</i> during the specified period
		Additional sick leave credit of 15 days per year with accrual up to maximum of 45 days	
Defence service training (Navy, Army or Air Force)	Staff member of the Australian Defence Reserve	Up to 20 days per year	The delegate may grant leave with pay
Jury and witness	Staff member summoned as a prospective juror or witness	Paid for the period necessary for attendance at court or before a relevant industrial /employment tribunal	The staff member must pay the University any fees received or alternatively take annual or long service leave or accrued flex credits to which they are entitled, and retain the fee
Leave without pay	The delegate may grant an application for LWOP	LWOP, including any form of unpaid parental/grandparental leave subject to under <u>clauses 36, 38 or 39</u> , does not break continuity of service but does not count for service for accrual of any leave or any other like purpose	Where a staff member is on LWOP on public holidays and/or during University Closure, additional days leave will not be granted

42. LONG SERVICE LEAVE

- 42.1. 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.
- 42.2. 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.
- 42.3. The normal minimum period of long service leave which may be taken is 1 week subject to any exceptions stated below.
- 42.4. Nothing prevents a staff member making an application to the Director – Human Resources to:

- a) cash out part of their long service leave due to hardship; and/or
- b) have the long service leave payment made in a manner assisting the staff member. For example: working four days a week and being paid one day long service leave on a weekly basis for a defined period.

42.5. 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.

42.6. 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).

42.7. 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.

42.8. A staff member who becomes ill during a period of long service leave, where that illness is substantiated by a medical certificate, may apply to have their long service leave entitlement re-credited for the period covered by the medical certificate where they take the personal leave provided for in clause 36 (Personal leave).

Pro-rata leave for part time staff members

42.9. Where a staff member works part time for part or all of the period of employment, they 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

42.10. Where a staff member gives not less than 6 months' notice, the time of taking long service leave will be at their 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.

42.11. 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.

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

Long service leave management

42.13. A staff member who has accrued more than 15 weeks' long service leave entitlements may be required, on six months' written notice, to take up to seven weeks of such leave at a time convenient to the University. A staff member who has given written notice of their intention to retire will not be required to take long service leave within 24 months of retirement.

42.14. Where a staff member has not sufficiently reduced their long service leave balance after receiving written notice in accordance with clause 42.13, the University will require the staff member to take the specified period of leave. A staff member will not be required to take the specified period of leave where an agreed leave management plan has been approved.

Pay-out on cessation of employment

42.15. 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 their period of continuous employment is not less than the relevant minimum qualifying period specified in the following table:

Circumstances	Minimum qualifying period (years)
<ul style="list-style-type: none"> • Redundancy; • Ceasing employment on the grounds of ill health; • Death in service 	1
<ul style="list-style-type: none"> • Retirement; • Cessation of a continuing (contingent funded) appointment in circumstances where the staff member would be entitled to severance pay in accordance with clause 13.12 (Continuing (contingent funded) appointments - 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); or 	4
<ul style="list-style-type: none"> • Resignation • Dismissal 	7

43. PUBLIC HOLIDAYS

43.1. Any day gazetted or proclaimed as a public holiday, at the location the staff member is working, will be taken on full pay, except that a casual staff member who is not required to work on such a day will not be entitled to payment for that day.

43.2. No penalty rates will apply to staff working on gazetted or proclaimed public holiday substituted in accordance with this clause as long as the staff member is granted a day off in lieu.

44. CHRISTMAS CLOSEDOWN

The closure of the University during the Christmas-New Year period will be determined by the Vice-Chancellor. A College Dean or Service Division Director may vary these arrangements for an organisational unit in order to meet essential operational or research requirements. Where an organisational unit does close, the staff of that unit will be granted additional paid leave for those days which are not public holidays, and which they would otherwise have worked. Where an organisational unit is closed and a staff member is directed to work, time in lieu will be granted for time worked.

45. FLEXIBLE WORKING HOURS FOR PROFESSIONAL STAFF

- 45.1. Flexible working hours allow staff members and the University to vary hours, and patterns of work, to meet the teaching, research and administrative priorities of the University and the staff members' personal commitments, taking into account the operational requirements of the work area. Any flexible working hours must be agreed between the supervisor and the staff member. Records of agreed start and finish times, and that relevant time off has been taken, must be kept by the area.
- 45.2. The University has two main types of flexible working hours:
- (a) Flextime is an arrangement whereby a staff member may, with the approval of their supervisor, start and/or finish work at flexible times normally within the span of hours and such agreement must be documented with records kept of start and finishing times. A request to work flextime will not be unreasonably refused. Flextime is not designed to increase or reduce the total number of hours that must be worked by staff. A staff member will normally be expected to reconcile their flextime within four weeks and two days, unless otherwise approved in writing by their supervisor. Within this period the staff member will be provided with an opportunity to clear their credits and to make up any debits before any decision is made to alter other entitlements. Flextime is administered in accordance with the University's published guidelines.
 - (b) Non-prescribed flexible working hours are worked outside the span of hours, may not attract overtime or shiftwork penalties. These flexible hours will be agreed by the University and a staff member or a category of staff members at a work location, or where authorised by the Director – Human Resources. Any such agreement must be documented with records kept of start and finishing times.

CAREER DEVELOPMENT AND PERFORMANCE

What is this Section?

- Career and performance development
- Professional staff career development
- Outside studies program
- Study provisions for professional staff
- Review of staff appointment category
- Multi-skilling and staff transfer
- Workloads

46. CAREER AND PERFORMANCE DEVELOPMENT

46.1. The University seeks to enable staff to perform at their best through the creation of an environment which develops and supports individuals to achieve their work goals, reach their career potential and maximise their individual contribution to the University through:

- establishing clear performance objectives;
- supporting staff through appropriate development and career planning;
- providing staff with career opportunities within the University; and
- developing supervisors to assist them in carrying out their management and leadership responsibilities effectively.

46.2. The Minimum Standards for Academic Levels (Schedule 4) establish the minimum expectation of performance for academic staff. An academic staff member's duties will take account of these standards applicable to the level of the position. The parties acknowledge the importance of leadership requirements of senior academic appointments at Level D and E. These capabilities will be reflected in the position descriptions, advertisements and promotion criteria for such appointments.

46.3. The Professional Staff Classification Descriptors (Schedule 5) establish the minimum expectation of performance for professional staff members. A professional staff member's duties will take account of classification descriptors applicable to the level of the position.

Performance and development process

46.4. The University's performance and development process will be undertaken in accordance with University policy and procedure, and is documented through the performance and development review (PDR). The principal aims of the performance and development process are to build on and support a culture of academic excellence. Through the performance development process, supervisors will work with staff to:

- establish and achieve agreed performance objectives;
- establish a career development plan to assist in career enhancement;
- acquire new skills, knowledge and experience; and
- meet performance expectations.

- 46.5. The performance and development process applies to all staff holding continuing, continuing (contingent funded) and fixed term appointments of 12 months or more. The performance and development process will be used to inform the probation process for all relevant staff.
- 46.6. The performance and development process is supplementary to the regular feedback and discussion between the supervisor and the staff member about the staff member's performance or other workplace matters.
- 46.7. In the case of an academic staff member, the PDR will take account of the particular research and education requirements of the staff member.
- 46.8. In the case of a fixed term academic staff member, the PDR will consider strategies that aim to improve the potential of the staff member to obtain an ongoing academic appointment.
- 46.9. If a supervisor and a staff member cannot agree on a proposed PDR, the staff member may seek a review of the performance objectives by the supervisor's supervisor. If the staff member is still not satisfied with the outcome of that review, they may request that the Director – Human Resources review the matter with the view to resolve the issue in accordance with University policy and procedure. Where academic judgement is required to determine the matter, the Director – Human Resources will seek advice from an appropriately constituted academic panel to which the NTEU will be invited to nominate a member.
- 46.10. The PDR is staff-in-confidence and the information contained may only be used in matters that are relevant to the staff member's employment at the University. PDR documents will be stored in accordance with the University's records and archives management policy.
- 46.11. Unsatisfactory performance against an agreed PDR may lead to further action under clause 70 (Managing unsatisfactory performance).

47. PROFESSIONAL STAFF CAREER DEVELOPMENT

- 47.1. The University recognises that the contribution of highly skilled and dedicated professional staff are critical to the success and future of the University, and to achieving the standards of excellence to which the University has committed.
- 47.2. The University is committed to providing an ongoing range of career development programs and initiatives to advance the skills, knowledge and career progression of professional staff, such as:
 - systematic and targeted staff development training opportunities through its career development program;
 - access to a professional staff endowment fund to support attendance and participation in short courses, conferences and other comparable professional development opportunities;
 - access to a professional staff scholarship scheme provide scholarships to support identified career development priorities for individual staff;
 - wellbeing initiatives;
 - study leave;
 - internal and external networking opportunities;
 - access to international staff exchange programs; and
 - supporting rotation through work units, multi-skilling, project assignments and the selective use of advertised secondments.

- 47.3. The University will monitor and report on annual levels of staff training and development in achievement of University strategic goals.
- 47.4. Funding for career development opportunities will be provided through a mixture of central funding through the Human Resources Division and other internal training providers, and through local budget centres. The University aims to ensure that this funding is maintained at current levels, including the professional staff development scholarship scheme at a total value of \$135,000 per annum for the life of the Agreement.
- 47.5. The University will provide annual advice to NTEU regarding the distribution of professional staff scholarship scheme funding.

48. STUDY PROVISIONS FOR PROFESSIONAL STAFF

The entitlements for study leave are outlined in the table below:

Leave type	Qualification	Entitlements and accruals	Conditions
Study Where the professional staff member undertakes a course of study, which the delegate determines will improve the performance of the staff member.	Full time continuing professional staff	Up to 8 hours per week, to attend classes, tutorials, flexible or online synchronous and asynchronous learning events and/or examinations during normal working hours This may be on an aggregated semester or annual basis where courses are presented in blocks	Where appropriate lectures are not available outside normal working hours May be required to make up any study leave time taken in excess of 5 hours per week by working outside normal working hours, subject to the requirements of the work area
		Up to 2 weeks per calendar year for residential study for approved distance education course	Where the residential course exceeds 2 weeks, the delegate may approve additional leave
		0.5 day for each final exam in addition to actual time of examination	
		2 days prior to exam period in addition to actual time of examination	For distance education exams
Training	Trainee technical officer	Up to 12 hours per week to attend classes and examinations	May be required to make up no more than 4 hours, by working outside normal working hours, subject to the requirements of the work area
	Trainees - Australian Qualifications Framework (AQF) Level 1 or above	As prescribed by the training authority	
	Apprentices	As per the relevant apprenticeship scheme	

48.1. For trainee technical officers, the University will pay compulsory course fees (excluding fees for amenities, student unions and costs of textbooks and equipment), and provide on-the-job training relevant to the needs of the University and, as far as practicable, coordinated with the prescribed course. For professional staff other than trainee technical officers, the delegate may approve reimbursement of tuition fees.

49. REVIEW OF STAFF APPOINTMENT CATEGORY

49.1. Where a staff member considers that their present employment status is incorrectly categorised they may seek a review to ascertain if they should be appointed as an academic or professional staff member based on the duties required to be carried out, as determined by the University.

49.2. A review of staff appointment category will be made to the delegate of the area in accordance with the following principles:

- (a) the decision about whether the appointment is to be academic or professional staff should not be determined by funding source or budgetary considerations, except where those considerations relevantly affect the nature of work to be performed;
- (b) the criteria for appointment shall be objective and related to the nature of the work to be undertaken. The criteria to be applied shall also include the basis for assessment of performance, the basis of career progression for the incumbent and to the extent it affects these, the preference of the staff member; and
- (c) where the appointment is to an academic position, the type of work must be such as would allow the staff member performing that type of work to have a reasonable prospect of promotion under the University's academic promotion procedures.

49.3. If the staff member is not satisfied with the outcome they may request that the Director – Human Resources review the matter. The Director – Human Resources will review the matter in accordance with the principles in clause 49.2 using an appropriately constituted review panel.

50. MULTI-SKILLING AND STAFF TRANSFER

50.1. The University may require a professional staff member to carry out duties provided that:

- (a) the staff member has been trained in the use of necessary tools and equipment and the duties are appropriate to the ANU Officer Level in which the staff member is being paid; and
- (b) where relevant, the staff member holds the appropriate current licences.

50.2. Where a professional staff member is transferred to another area for a period greater than three months involving a change in duties or reporting arrangements, the heads of the work areas involved will inform the staff member of the location and reasons for the transfer, provide a copy of the position description and discuss the transfer if the staff member wishes to do so. The delegate will draw the staff member's attention to this clause.

50.3. Where the staff member is satisfied with the arrangements, the transfer will proceed. In other cases, the matter will be referred to the Director – Human Resources, who will arrange further discussions, at which the staff member may have a union or staff representative present. The Director – Human Resources will determine the matter.

50.4. This does not in any way restrict the University's right to transfer academic and professional staff members to suitable positions within the University at the same level.

50.5. There will be no impediments to the transfer of a staff member as a result of accrued entitlements.

51. WORKLOADS

51.1. The University will ensure that workload allocation and the supporting policies are governed by the principles of:

- equity, transparency, sustainability, without risks to health and safety of staff;
- enabling a balance between working life and family/social responsibilities;
- enabling workload allocation monitoring via transparent and fair mechanisms through which staff members can address issues and pursue grievances; and
- a staff member's inability to meet unreasonable workloads does not constitute unsatisfactory performance.

51.2. The University values the knowledge and scholarship that Aboriginal and Torres Strait Islander staff bring to the University, and recognises that agreed additional contributions made by Aboriginal and Torres Strait Islander staff members to the advancement of Aboriginal knowledge and scholarship will form part of each staff member's workload, over and above their normal workload.

51.3. Each staff member's workload will be allocated in an equitable and transparent manner in consultation with the staff member, and be recorded in the performance and development review having regard to the:

- organisational requirements of the local area;
- staff member's level of appointment;
- career and work goals established in the staff member's performance and development review; and
- leave entitlements and the approved leave plans of the staff member.

Academic workloads factors

51.4. Academic workloads for teaching and research staff will ensure a well-balanced portfolio across education and related duties, research and scholarship and service. All continuing academic staff will be expected to undertake self-directed research and/or scholarship activity. The balance of this portfolio will be discussed and recorded in the performance and development review.

51.5. The required duties of academic staff will be agreed so they can be reasonably expected to be completed in a professional and competent manner within an average of 37.5 hours per week. Hence academic staff will not be directly instructed to work more than 1725 hours per year.

51.6. The parties recognise that the ratio of students (EFTSL) to non-casual staff (non-casual FTE) with teaching duties is a measure of the demand on staff time. If allowed to increase unreasonably it can compromise the quality of the University's teaching and research training programs. It is recognised, however, that many factors can affect student-staff ratio, including the staffing profile of an academic organisational unit, and changes in enrolment patterns. Nevertheless, except in those circumstances where the University has an established target for growth, the University will use its best endeavours to ameliorate increased demands on staff time.

51.7. In determining the allocation of academic workloads and their qualifications, a range of factors will be taken into account, including but not limited to the following:

- needs of early career academic staff to establish their research, education and service profile;
- linking research activities to teaching;
- modes of delivery, including face –to-face teaching, on-line teaching and blended learning;
- the level and complexity of courses taught;

- preparation for teaching, curriculum development and the development of courses materials;
- class size for lectures, tutorials, seminars and laboratory groups;
- supervision and mentoring of staff and students;
- the number of students taught;
- research, scholarship and creative production undertaken;
- requirements for professional development;
- field work supervision;
- internal and external professional and consulting work;
- service and community outreach, including participation on committees;
- international commitments; and
- any carer's responsibilities.

Resolving workload allocation concerns

51.8. Where an academic staff member has concerns regarding the allocation of workload, and these concerns have not been resolved through the ordinary course of the supervisor-staff member relations, the staff member will raise the matter with the appropriate Dean/Director (or delegated nominee), in accordance with the University workloads procedure.

Professional Staff Workloads

51.9. Professional staff will be allocated a workload that is manageable within their ordinary hours of work as defined by clause 19. Formal arrangements will have been approved, including payment for overtime or time in lieu, when staff work outside or in excess of the ordinary hours.

51.10. No professional staff will be required to work unreasonable overtime.

51.11. Where a professional staff member has workload allocation concerns the matter will be dealt with in accordance with the University workloads procedure.

LEAVING ANU

What's in this Section?

- Transition to retirement
- Notice of resignation
- General notice periods
- Severance pay
- Ill health assessment
- Redundancy

52. TRANSITION TO RETIREMENT

Fixed term pre-retirement contracts

- 52.1. In addition to the existing pre-retirement arrangements, a staff member may elect to reduce their time fraction under a fixed term pre-retirement contract to not less than 0.2 where they are within three years of being eligible to receive a retirement benefit from their superannuation scheme. The University may agree to pay a subsidy to maintain employer UniSuper contributions at the rate applicable to the former substantive appointment provided the staff member maintains their personal superannuation contribution appropriate to their previous full time contribution.
- 52.2. A staff member may elect to agree to a bona fide pre-retirement contract in which they may forego some of their existing entitlements under this Agreement in return for other mutually agreed benefits.
- 52.3. The University must ensure that the terms of the fixed term pre-retirement contract:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009;
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009;
 - (c) result in the staff member being better off overall than they would be if no arrangement was made; and
 - (d) do not result in the staff member being provided with any payment or benefit that is inconsistent with the National Employment Standards under the Act.
- 52.4. Such a contract will be confirmed by the University:
- (a) in writing;
 - (b) include the name of the University and staff member;
 - (c) be signed by an authorised representative of the University and staff member;
 - (d) include details of:
 - i. the terms of the Enterprise Agreement that will be varied by the pre-retirement contract;
 - ii. how the contract will vary the effect of the terms;
 - iii. how the staff member will be better off overall in relation to the terms and conditions of their employment as a result of the contract; and
 - (e) state the day on which the contract arrangements commence.
- 52.5. Pre-retirement contracts usually only involve agreed variations to salary, leave conditions and academic activity contributions. However for any other matters the University will consult with the relevant unions with the view of

reaching agreement on the scope of any other proposed arrangements and where there are no objections raised may then offer staff a pre-retirement contract.

Voluntary early retirement scheme

52.6. The University may offer an early retirement scheme (which may be conditional) to encourage certain groups or categories of staff to retire early from the University. The University will consult with the relevant unions prior to making the offer to staff.

Post-retirement contracts

52.7. The delegate may seek approval from the Director – Human Resources to offer a fixed term post-retirement contract to an staff member following their formal retirement from the University, under the following conditions:

- (a) there was no financial incentive or enhanced benefit attached to the retirement of the staff member;
- (b) the staff member possesses professional or academic expertise needed to support research/creative activity, education and service activities of the University; and
- (c) an honorary appointment cannot be held concurrently with a post-retirement appointment.

53. NOTICE PERIODS

Resignation

- 53.1. Where a staff member (other than a casual or continuing contingent funded staff member) resigns, the staff member must give the University the period of resignation notice specified in their contract of employment, or at least two weeks' notice, whichever is greater. A shorter period of notice will be agreed by the delegate where this can be achieved without a demonstrable adverse effect on University operations, including teaching and research commitments.
- 53.2. A staff member employed on a continuing (contingent funded) contract must give the University at least four weeks' notice of resignation.
- 53.3. Where a staff member resigns before completing three years' service or the agreed term of a fixed term appointment of less than three years, a pro rata refund of the cost of travel and removal expenses made upon appointment may be required.

Termination of employment

- 53.4. The University may terminate the employment of a staff member (excluding casual staff members). Termination will only occur in accordance with the relevant provisions of this Agreement as set out below:
- Probation (clause 18)
 - Ceasing employment on the grounds of ill health (clause 55)
 - Redundancy (clause 56)
 - Unsatisfactory performance (clause 70)
 - Serious misconduct (clause 71)
- 53.5. Notwithstanding clause 53.4, the University may also terminate a professional staff member's employment where loss of a licence or qualification, or other circumstances which do not constitute medical incapacity, unsatisfactory

performance or misconduct for the purposes of this Agreement, result in the staff member becoming incapable of performing the duties of their position for an unreasonable period of time. In such circumstances, the University will redeploy the staff member wherever practicable.

Notice periods

53.6. In addition to the notice periods specified below in clauses 53.7 and 53.10, where a staff member (excluding casuals) is over 45 years of age and they have completed two or more years of continuous service with the University, an additional one week notice will be provided.

53.7. Where a staff member's employment is terminated in accordance with clause 53.4, the corresponding minimum notice period will apply:

Reason for termination of appointment	Minimum notice period
Annulment of probation	4 weeks
Ceasing employment on the grounds of ill health	6 months
Redundancy – continuing academic appointment	6 weeks
Redundancy – continuing professional staff appointment	6 weeks
Underperformance	4 weeks
Serious misconduct	Nil weeks (subject to right of a review of decision – clause 73)

53.8. A casual staff member's employment may be terminated by the University or the staff member by giving one hour's notice, or by the University paying or the staff member forfeiting one hour's salary in lieu of notice.

53.9. Provided that a clear end date is specified in a fixed term contract and the contract period is less than 18 months, the University is not required to provide additional written notice of its intention not to renew employment with the University upon expiry of the contract.

53.10. Subject to 53.9, where a fixed term appointment expires and the staff member will not be offered further employment, the following notice periods will apply:

Period of continuous service	Minimum notice period
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years or over	4 weeks

53.11. Payment in lieu of a notice period, or in lieu of the un-worked portion of a notice period, will be made if:

- (a) a staff member has been provided with less notice than the applicable notice period required;
- (b) the staff member requests payment in lieu of the notice and the delegate approves the payment in lieu of notice; or
- (c) the delegate decides that the staff member is not required to work out the notice period.

53.12. Where a fixed term staff member is to receive payment in lieu of notice in accordance with clause 53.11(a), the staff member's employment will terminate on the expiry date of their contract.

53.13. Where a staff member is to receive payment in lieu of notice in accordance with clause 53.11(b) or (c), the staff member's employment will terminate upon the delegate's approval of the staff member receiving the payment.

53.14. A staff member who requests payment in lieu of notice in accordance with clause 53.11(b) may not seek a review of the decision relating to the termination of employment under clause 73 (review of decision).

54. SEVERANCE PAY

Eligibility for severance payments

54.1. Subject to clause 54.3 below, a fixed term staff member is entitled to severance pay if:

- (a) the staff member is on a second or subsequent fixed term appointment and the same or substantially similar duties are no longer required by the University; or
- (b) the work continues to be required but another person has been or will be appointed to do the same or substantially similar duties.

54.2. Subject to clause 54.3 below, a staff member on a continuing (contingent funded) appointment will be entitled to severance pay if:

- (a) the staff member is on their second or subsequent appointment, and the same or similar duties are no longer required by the University; or
- (b) the staff member was initially or directly appointed to a continuing (contingent funded) position and their employment ceases in accordance with clause 13.5, and they have continuous service with the University of at least four years.

54.3. Severance pay will not apply where the staff member has:

- (a) been employed under a senior management contract or an employment scheme;
- (b) resigned or declined the offer of further employment;
- (c) been employed on a single fixed term contract;
- (d) obtained further employment within the University without the loss of accrued entitlements; or where
- (e) the University has assisted the staff member in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.

54.4. Severance pay will be paid in accordance with the following table:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 5 years	7 weeks' pay
5 years and less than 8 years	8 weeks' pay
8 years and less than 10 years	10 weeks' pay
10 years and less than 12 years	12 weeks' pay
12 years and above	13 weeks' pay

For the purposes of this clause, 'weeks' pay' means the ordinary time rate of pay for the staff member concerned.

54.5. All fixed term and continuing (contingent) funded staff members with an existing employment contract, entered into prior to the commencement of this Agreement, will be entitled to the severance payments set out in The Australian National University Enterprise Agreement 2013 – 2016 subject to clause 13.8 (continuing (contingent funded) employment severance eligibility and clause 56 (fixed term – eligibility for severance payments) of that Agreement.

54.6. Payment of severance may be delayed for up to nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.

54.7. By agreement, payment of outstanding leave may also be delayed for nine weeks to facilitate continuation of service by using leave entitlements. Leave balances will be reduced accordingly when payment is made.

55. ILL HEALTH ASSESSMENT

55.1. Before the University commences action related to the following provisions it will first determine whether it is possible to provide reasonable workplace adjustments to staff who have a disability or medical condition affecting their ability to undertake the inherent requirements of the position.

55.2. A staff member whose capacity to perform the duties of their position is in doubt, apparently as a result of a medical condition, can be required by the University to undergo a medical examination. The University will arrange and pay for a medical examination and advise the staff member of the details of the appointment for the staff member to attend. The University will provide reasonable notice to allow the staff member to make any necessary personal arrangements to be able to attend the examination. Unless there is well founded concern regarding immediate harm as a result of the illness to the staff member or others, the notice period will normally be no less than four weeks. Any request by a staff member for a postponement of the medical appointment will not be unreasonably refused by the University.

55.3. The medical practitioner will, so far as possible, apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.

55.4. A copy of the medical practitioner's report will be provided to the delegate and the staff member.

55.5. Where the medical report states that the staff member is unable to perform their duties, and is unlikely to be able to perform them and/or resume them within 12 months:

- (a) the University will first determine whether it is possible to provide reasonable workplace adjustment before it takes any action;
- (b) if reasonable workplace adjustment is not possible the University may take action it considers reasonable under the circumstances;
- (c) if the University decides to terminate the employment of the staff member, it will do so by providing the staff member with six months' notice in writing;
- (d) the staff member may seek review of the termination decision in accordance with [clause 55.11](#); and
- (e) the staff member may submit a resignation before the University terminates their employment, provided the last day of duty is within a reasonable period.

55.6. Within three months of written notification to do so, where a staff member refuses to undergo a medical examination:

- (a) the University may reasonably conclude that the staff member is unable to perform their duties and/or is unlikely to be able to resume them within 12 months;
- (b) the University may terminate employment of the staff member; it will do so by providing the staff member with six months' notice in writing; and
- (c) this will not constitute misconduct.

Superannuation applications

- 55.7. At any time during the processes in clauses 55.1 – 55.5 above, a staff member may apply to their superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Further action under this clause will be suspended, including the notice period, until the outcome of the superannuation application is known. Action will resume from the point of suspension once the superannuation fund decision is known.
- 55.8. Pending the superannuation fund's decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.
- 55.9. Where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund's instructions for payment.
- 55.10. If, following a period of temporary incapacity benefit payments, the superannuation fund decides that the staff member is capable of resuming work, the University may dispute the decision and proceed with the medical examination provided for in clause 55.2.

Review

- 55.11. Where a staff member considers that the decision to terminate their employment is unreasonable the staff member may seek a review under clause 73 – Review of decision. The Review Committee in such a case may seek additional medical evidence if the Committee deems it warranted and likely to lead to a different outcome.

56. REDUNDANCY

- 56.1. This clause applies to staff on continuing employment. This clause does not apply to fixed term employment, continuing (contingent funded) employment, casual employment, employment schemes in clause 14.8 or terminations due to disciplinary action.
- 56.2. By agreement the University and the staff member, and where the staff member chooses their union or staff representative, may vary the redundancy provisions provided in this clause.
- 56.3. The University will act in accordance with the managing change provisions (clause 68) when applying the redundancy provisions.

Grounds for Redundancy

- 56.4. The University may determine that a position undertaken by a staff member is no longer required for reasons of an economic, structural or similar nature including:
- (a) financial imperative and/or staffing constraints;
 - (b) a decision to vary the academic content in any academic program or course, including to reduce, cease offering or combining courses or subjects conducted on one or more campuses;
 - (c) reduced demand, student load or other workload factors; or
 - (d) changes in technology or work methods.

Initial procedures

- 56.5. A staff member whose position is identified as surplus will be advised in writing of this situation, including the reasons that this is to occur and the likely timeline. The staff member will also be advised that they can seek assistance from a union or staff representative and will be provided with a copy of this clause and the relevant policies and procedures.
- 56.6. This advice will signal the commencement of a 12 week period in which the staff member may be redeployed, or the staff member may seek approval for an early termination in accordance with clause 56.22 below.

Redeployment

- 56.7. The University will seek to redeploy a staff member whose position is declared surplus into a suitable alternative position within 12 weeks of the staff member's position being declared surplus.
- 56.8. A suitable alternative position means a position which has substantially the same duties, classification level and career standing as the redundant position and for which the staff member currently possesses the skills and experience (or could reasonably be expected to develop the required skills within a limited period) to satisfactorily perform the duties of the position.
- 56.9. There will be no impediments to the redeployment of a staff member caused by a transfer of accrued entitlement liability to a receiving area. The staff member will retain continuity of service and leave entitlements.
- 56.10. Where the University cannot identify a suitable alternative position the staff member may elect to seek redeployment to other positions, including positions at a lower classification. A staff member seeking redeployment will be considered for suitable vacant positions. If the staff member meets the selection criteria for the position, or could be expected to meet the selection criteria with appropriate training within a reasonable timeframe, they will be appointed to the position.
- 56.11. Where a staff member agrees to be redeployed to a position with a lower classification, salary maintenance of up to 26 weeks for professional staff and up to 12 months for academic staff may be paid at the pre-transfer salary rate.
- 56.12. A staff member who disagrees with the suitability of a proposed suitable alternative position for redeployment may seek a review of decision in accordance with clause 73.
- 56.13. For academic staff who wish to use the redeployment period to find alternative work outside the University, the University will provide reasonable outplacement support and time for job search activities and attending interviews without loss of pay; and, where agreed by the Director – Human Resources, a program of training; and reasonable travel and other expenses associated with these activities.

Notification of redundancy

- 56.14. Following the 12 week redeployment period, where the staff member cannot be redeployed, the University will notify the affected staff member in writing that their position is to be declared redundant and their employment will be terminated; a fair and objective reason for the redundancy; and the time line for this action.
- 56.15. This notification advice will provide the staff member with at least six weeks' formal notice that their employment is to be terminated due to redundancy from a specified date. At the discretion of the University payment in lieu of notice may be provided.

56.16. A staff member may apply to the Director – Human Resources to have the notice period and/or redeployment period extended if the staff member has taken personal/sick leave on account of illness during any of these periods. The Director – Human Resources will not unreasonably reject such applications. Where accepted, the notice will be extended by the period of leave covered by a medical certificate (up to a maximum of six weeks).

56.17. A staff member who disagrees with the reasons given for their position being declared redundant may seek a review of decision in accordance with clause 73.

Redundancy Payment

56.18. The following termination payments will apply to staff made redundant:

- a) For academic staff, a redundancy payment of three weeks' salary for each year of service with a minimum payment of five weeks' pay and maximum of 68 weeks' pay; and
- b) in recognition of the longer lead time for academic recruitment and engagement, an academic employment transition payment of up to 16 weeks' salary for academic staff, provided that the total of the redundancy payment for academic staff does not exceed 78 weeks (excluding accrued annual and long service leave).
- c) For professional staff, a redundancy payment of three weeks' salary for each year of service with a minimum payment of five weeks' pay and maximum of 64 weeks' pay.
- d) All staff – payment of accrued annual leave, and long service leave subject to the minimum qualifying periods specified in clause 42.15.

56.19. All payments specified in clause 56.18 and 56.22 will be calculated on the staff member's salary at the date of cessation of employment. A staff member who has converted from full time to part time employment will receive payment based on the full time salary for their service up to the conversion to part time employment, and payment from then on will be based on their part time salary for the remaining period.

56.20. For the purposes of clause 56.18 and 56.22, 'salary' means the amount paid to a staff member, including any salary supplementation, market loading, clinical loading or responsibility allowance paid at the time that the staff member is given formal notice of redundancy.

56.21. A staff member may seek review of any decision concerning the level and nature of redundancy payments, salary maintenance and other entitlements arising from redundancy through the grievance resolution provisions (clause 72).

Early Termination

56.22. A staff member may seek to waive the redeployment period and/or notice period for an early termination payment comprising:

- the unused balance of the 12 week redeployment period in accordance with clause 56.6;
- the unused balance of the notice period in accordance with clause 56.16;
- the termination payment calculated under clause 56.18; and
- in recognition of the longer lead time for academic recruitment and engagement, an academic employment transition payment of up to 16 weeks' salary for academic staff; provided that the total termination payment does not exceed 78 weeks (excluding accrued annual and long service leave).

UNIVERSITY COMMITMENTS

What's in this Section?

- Freedom of association
- Anti-discrimination
- Bullying and harassment
- Aboriginal and Torres Strait Islander employment
- Workplace Health and Safety co-operation
- Uniforms and protective clothing
- Amenities
- First aid
- Classification and salary structures

57. FREEDOM OF ASSOCIATION

- 57.1. The University recognises a staff member's right to be or not to be a member of and to be represented by a union, and participate in union or staff representative activities.
- 57.2. Where reference is made to the right of any staff member to choose to be represented or accompanied in any discussion or other matter under this Agreement, this will not include an engaged practising barrister or solicitor (i.e. employed in a legal practice or service unrelated to the parties to this Agreement) except in relation to actual proceedings initiated in a Court.
- 57.3. The University recognises the important contribution that union and staff representatives make to employment relations within the University. Training and support will be provided to those staff who fulfil this role, and they will be given adequate paid time away from their normal role/s to act as a union or staff representative.

58. ANTI-DISCRIMINATION

- 58.1. It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, membership or non-membership of an association or organisation of employers or employees, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 58.2. Accordingly, every endeavour will be made to ensure that nothing in the operation of this Agreement is directly or indirectly discriminatory in its effect.
- 58.3. Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under any relevant anti-discrimination legislation;
 - (b) limit a party to this Agreement pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
 - (c) or the exemption in s27 and s351 of the Fair Work Act 2009.

59. BULLYING AND HARASSMENT

- 59.1. The University is committed to ensuring that all staff are treated with integrity and respect, recognising all staff of ANU have the right to work in an environment free from harassment and bullying. Harassment and bullying behaviour will not be tolerated under any circumstances.
- 59.2. Workplace harassment or bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, that a reasonable person would regard as undermining the individual's right to dignity through victimising, harming, humiliating, intimidating or threatening a person or persons, thereby creating a risk to health and safety.
- 59.3. Bullying does not include any legitimate or reasonable use of performance management processes, lawfully based and fairly applied disciplinary action, allocation of work in compliance with systems, implementation of organisational change or downsizing, action taken to transfer or redeploy a staff member or a decision not to promote or reclassify the staff member.
- 59.4. A staff member who feels aggrieved by an action that may constitute workplace bullying or harassment is expected to raise the issue(s) with their supervisor, or the supervisor's supervisor, as soon as practicable.
- 59.5. The University will provide fair and reasonable administrative practices and will provide information and training and help manage any incidents of workplace bullying, at a local level initially, in a fair and timely manner in line with the resolution of grievances process
- 59.6. Staff members are required to personally demonstrate appropriate behaviour in accordance with the University Code of Conduct; take reasonable care to ensure their own safety and health and avoid adversely affecting the safety and health of any other person through any act of workplace bullying or omission to deal with an act of bullying.
- 59.7. Should more than one staff member be aggrieved by the same or related actions that may constitute workplace bullying, these staff may choose to act as a group on this matter. Such a group complaint is an acceptable form of complaint and will be dealt with as a group complaint. This can include use of the employment-related resolution of grievance mechanism as a group mechanism.
- 59.8. Where mediation between the parties is attempted, it will normally be undertaken by a trained mediator external to the University.
- 59.9. When a formal complaint alleging bullying is made, the University shall take all reasonable steps to secure the health and wellbeing of both the complainant(s) and the respondent(s) throughout the process of resolving the complaint.

60. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

- 60.1. The University is committed to developing and implementing an effective Aboriginal and Torres Strait Islander Employment Strategy to achieve a workforce that is reflective of the Australian population.
- 60.2. In pursuing this objective, the University will:
- (a) allocate responsibility for Aboriginal and Torres Strait Islander issues to a member of the University Executive;
 - (b) take all reasonable steps to increase the number of non-casual Aboriginal and Torres Strait Islander staff members over the life of the Agreement, with a target of 74 full time equivalent staff members by 2021, in

accordance with population parity. The University will aim to achieve a milestone of 55 full time equivalent staff members by 1 December 2019.

- (c) maximise development opportunities for Aboriginal and Torres Strait Islander staff; and encourage the transfer of job skills and information to increase Aboriginal and Torres Strait Islander knowledge, remuneration, and job security. The University will commit to:
 - i. support the growth of ANU career pathways for Aboriginal and Torres Strait Islander professional staff by creating an Aboriginal and Torres Strait Islander employment program with an annual allocation of \$100,000 per annum for the life of the Agreement, in order to improve the employment and retention of Aboriginal and Torres Strait Islander professional staff;
 - ii. build a substantial Aboriginal and Torres Strait Islander research and education community through the Aboriginal and Torres Strait Islander Postdoctoral Fellowships program, in order to attract and develop Aboriginal and Torres Strait Islander early career academics across all academic disciplines; and
 - iii. encourage and improve a sense of community at the University for all Aboriginal and Torres Strait Islander staff by establishing an effective Aboriginal and Torres Strait Islander staff network. Network activities will be funded with an annual budget of \$25,000 per annum for the life of the Agreement, and will be formally supported by the Human Resources Division;
- (d) ensure that Aboriginal and Torres Strait Islander heritage and culture are embedded and celebrated within the University campus to improve the cultural competency of staff, students and the wider community;
- (e) have appropriate Aboriginal and Torres Strait Islander representation, where possible, on selection panels should an applicant for a position identify themselves in their application as an Aboriginal and/or Torres Strait Islander;
- (f) ensure that Aboriginal and Torres Strait Islander staff members on fixed-term contracts are aware of and seek alternative employment opportunities within the University in advance of the expiry of their current employment arrangements and provide all reasonable assistance to ensure they remain employed by the University; and
- (g) consider the impact of change proposals on the job security or future employment of Aboriginal and Torres Strait Islander staff members. Where possible take action to avoid any reduction in the numbers of non-casual Aboriginal and Torres Strait Islander staff as a consequence of change proposals.

60.3. The University, NTEU representatives and nominated Aboriginal and Torres Strait Islander staff will meet at least twice per annum to monitor and advise on the University's progress toward achievement of initiatives outlined in clause 60.2.

60.4. The University recognises that Aboriginal and Torres Strait Islander staff members bring specific knowledge and expertise to the University which is often drawn on by the University community. The University values the knowledge and scholarship that Aboriginal and Torres Strait Islander staff bring to the University and will recognise agreed additional contributions made by Aboriginal and Torres Strait Islander staff members to the advancement of Aboriginal knowledge and scholarship will form part of each staff member's workload, over and above their normal workload.

60.5. The University will support all Aboriginal and Torres Strait Islander staff to fulfil unique Aboriginal and Torres Strait Islander cultural responsibilities, in accordance with the personal leave provisions in clause 36.

61. COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

61.1. The University is not responsible for loss or damage to personal property kept by a staff member on University premises unless the loss or damage results from lack of reasonable care by the University or by another staff member of the University in the course of performance of their work.

61.2. Compensation may be paid by the University to a staff member where the loss or damage is caused by a defect in the University's material or equipment, or is suffered by the staff member in protecting the University's property from loss or damage. The University may take into account the age and serviceability of the item or garment when determining the amount of compensation payable.

62. WORKPLACE HEALTH AND SAFETY CO-OPERATION

62.1. The parties to this agreement recognise their mutual responsibility for:

- (a) developing and implementing healthy and safe working conditions in the University;
- (b) constantly reviewing the health and safety standards in each workplace; and
- (c) ensuring that the University complies with its duties towards staff members, contractors and visitors.

62.2. The University is committed to providing and maintaining safety standards and practices which offer the highest reasonably practicable degree of protection based on current knowledge. As a minimum, the University's health and safety standards shall conform to any standards prescribed by relevant Commonwealth, State or Territory legislation, regulations and codes of practice, Australian Standards, and guidelines such as those provided by relevant statutory authorities.

62.3. To facilitate its commitment, and in accordance with legislation and University policy, the University shall consult with its staff on all significant Workplace Health and Safety matters. The University shall manage its health and safety standards through its Workplace Health and Safety Policy Committee, local work health and safety committees representing designated working groups, and health and safety representatives.

63. UNIFORMS AND PROTECTIVE CLOTHING

Where a staff member is required by the University to wear a uniform or protective clothing, including clothing for protection from the elements, the uniform or protective clothing will be supplied and maintained by the University. On cessation of employment, the staff member will return all items of uniform and protective clothing provided under this clause. The staff member is liable for the cost of replacement of such items if they are lost or damaged as a result of negligence or misuse.

64. AMENITIES

The accommodation and equipment made available to each staff member must be of adequate standard for the performance of their duties. The University will endeavour to provide change rooms, personal lockers with keys, showers and suitable eating accommodation in convenient locations for employees seeking such amenities.

65. FIRST AID

- 65.1. A first aid officer refers to a suitably qualified staff member who is designated to administer first aid including mental health first aid in the workplace.
- 65.2. A first aid officer will be paid the relevant allowance specified in schedule 6.6 (First aid allowance).
- 65.3. To be eligible for payment of the relevant allowance, a first aid officer must hold a current:
- certificate of first aid competency or be a registered health professional such as a medical practitioner or a nurse; and
 - mental health first aid accreditation.
- 65.4. The provision of first aid services at the University will be governed in accordance with the relevant University procedures.

66. CLASSIFICATION AND SALARY STRUCTURE

Varied salary and staff structures

- 66.1. The parties acknowledge that revised classification and remuneration models will more appropriately recognise and reward the contributions staff make to the excellence of the University.
- 66.2. The parties agree to jointly develop and consult with staff on further proposals. The parties may undertake a research project, which could include evaluation of the arrangements outlined below. New arrangements will be implemented in the next collective agreement entered into by the parties on the basis that any proposed revised system(s) will be an improvement on current systems and will have the support of staff and the parties; and that no existing staff member will be disadvantaged through the implementation of any revised system.
- 66.3. In the interim the parties agree to cooperate on the introduction of the following initiatives as initial steps towards enhancing the way that staff are rewarded:
- (a) improve the leadership/management skills of supervisors/managers through the introduction new training programs; and
 - (b) encourage active participation of all staff in the career and performance development process under clause 46 (Career and performance development)

Minimum Standards for Academic Levels (MSAL's)

- 66.4. The classification structure for academic staff is set out in Schedule 4 (Minimum Standards for Academic Levels). The Minimum Standards for Academic Levels (MSALs) in the Schedule provide guidelines for the nature and level of duties to be undertaken by a staff member.

Professional staff position classification standards

- 66.5. The classification structure for professional staff is set out in Schedule 5 (Professional staff position classification standards). All appointments of professional staff, other than those appointed to senior management positions, apprenticeships, traineeships, technical trainee officer positions or the University's Graduate Recruitment and Development Program will be made in accordance with the ANU Officer and Senior Manager classification standards. Where the staff member is of the view that the University's requirements and responsibilities of a

position are no longer in accordance with these classification standards the staff member has the right to seek reclassification of their position.

Classification of professional staff positions

- 66.6. All professional staff positions will be classified in accordance with the ANU Officer or Senior Manager classification levels as set out in Schedule 5 of this Agreement. Positions will be classified at the level which most accurately reflects the work performed by the staff member as required by the University, taking into account the skills and responsibilities required to perform that work. Determination of the classification of professional staff positions shall be in accordance with the relevant primary and secondary descriptors. The minimum salary entitlement of professional staff, and certain other employment conditions as set out in this Agreement, will be determined by the classification of the staff member's position.
- 66.7. The classification will be of the position and not the staff member, except where
- (a) the staff member is performing work on an ongoing basis which is at a higher classification (work value) than is comprehended by the staff member's current position, and that that work is known by and accepted by the University, and that this work does not constitute the ongoing requirements of the position occupied by the current staff member; and/or
 - (b) the staff member's position description is accurate in describing the work performed by the staff member, and its relevant context, but that the incumbent brings particular skill, attributes or capabilities to the performance of that work, or the way that work is performed, which mean that the work is being performed at a higher level of work value than is comprehended by the position's classification level.
- 66.8. In the circumstances outlined in clauses 66.7(a) and (b), the staff member can request an *occupant only classification* at a higher classification level than the assessed level of their position while occupying the role. The application requires the approval of the Director – Human Resources.
- 66.9. Each position will have a position description that accurately describes the duties, reporting lines and responsibilities of the position and this will be used as part of the documentation to determine the appropriate classification of a position, except that a casual position need not have a formal position description. The position description is required to be signed by the immediate supervisor and the position incumbent to indicate that the position description accurately describes the duties, reporting lines and responsibilities of the position.
- 66.10. The University shall ensure that classification actions are taken in a timely manner and without delay. Where a decision is made to change a classification, that change will have effect from a date no later than the date on which a staff member applied for a review of their classification.
- 66.11. If an application for a review of classification is not approved by the University the staff member will receive written notification of that decision, and the reasons for the decision. The staff member may appeal against this decision on the grounds that the classification descriptors had not been correctly applied and this was sufficient to alter the outcome of the assessment.
- 66.12. The appeal must be made in writing to the Director – Human Resources within ten working days from the date of receiving written notification that the original application was not approved. The appellant must provide written reasons for the appeal and any relevant evidence/documentation to support the grounds for appeal.

- 66.13. The Director – Human Resources will review the matter and either accept the case or refer all valid appeals to a Classifications Review Panel. The Panel will determine the matter on the basis of written submissions and will meet to review the written submissions if warranted. The panel may dismiss the application, resubmit it for reconsideration to the relevant staffing committee or approve the request in full or in part.
- 66.14. The Classifications Review Panel will be comprised of two University representatives nominated by the Director – Human Resources and two staff representatives nominated by the NTEU. The parties shall ensure that the review will be completed in a timely manner and without undue delay.
- 66.15. Within ten days of the Classification Review Panel's decision, the staff member will be notified in writing of the outcome of the appeal, and the reasons for the decision.

WORKPLACE AND ORGANISATIONAL CHANGE

What's in this Section?

- Job Security
- Organisational change and consultation
- Contracting out provisions.

67. JOB SECURITY

- 67.1. The University is committed to providing job security for its staff. Recognising that the higher education sector is both challenging and changing, over the life of the Agreement, the University commits to consult with staff on its operations and strategies.
- 67.2. The University will undertake consultation with unions and directly affected staff on change proposals and implementation plans, in accordance with the managing change provisions (clause 68) in the Agreement.
- 67.3. Any reductions in staffing will be effected through:
- natural attrition;
 - permanent transfer;
 - redeployment;
 - voluntary conversion to part time work;
 - fixed-term pre-retirement agreements; or
 - voluntary separation.
- 67.4. The University will only offer a redundancy when a staff member's position is genuinely in excess of requirements, as outlined in clause 56 (Redundancy).
- 67.5. Any offer of redundancy will be made in accordance with the redundancy and managing change provisions (clauses 56 and 68) in the Agreement.

68. ORGANISATIONAL CHANGE AND CONSULTATION

Changes to regular rosters or ordinary hours of work

- 68.1. Where the University proposes to make changes to a staff member's regular roster or ordinary hours of work the following provisions will apply.
- 68.2. The University will consult with the affected staff member(s). Affected staff may be assisted by a staff appointed or union representative throughout the consultation process.
- 68.3. In consulting with the staff member, the University will:
- provide all relevant information about the change to the affected staff member, other than information which is subject to legal privilege or is commercial-in-confidence
 - invite affected staff members to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - give genuine consideration to any view given by the staff member regarding the impact of the change.

Managing Change

- 68.4. Sound management of major workplace change implies the timely consultation and involvement of the staff members who will be directly affected by the change and, where the staff members have chosen, their union or staff representative(s).
- 68.5. The provisions of the clause apply to the introduction of major workplace change likely to have a significant effect on a staff members work practices or working conditions. Specifically:
- a) ceasing employment due to redundancy;
 - b) elimination or reduction of job opportunities (including changes to job responsibility levels);
 - c) restructuring of jobs;
 - d) the need to significantly retrain staff;
 - e) transfer of employment to another work location outside of the Australian Capital Territory;
 - f) major change to the composition, operation or size of the workforce or to the skills required by staff members; and/or
 - g) change to hours of operation.

Preliminary consideration of change

- 68.6. Informal discussions or consideration of workplace change issues which may or may not lead to the development of a specific change proposal does not require a formal change proposal.
- 68.7. When informal discussions lead to the development of a formal change proposal, such discussion should involve all staff likely to be directly affected as soon as practicable.
- 68.8. The formal change process will not apply where all staff members in a work area who are directly affected by a change proposal have been involved in consideration of the change and those staff members agree with the proposed change or where there are no significant impacts on the staff, such as a change in reporting arrangements. The University will notify the relevant union where significant change affects a work area.
- 68.9. If affected staff members or their union or staff appointed representatives advise the University that they do not agree with the proposed change, then the formal change process will commence.

Formal change proposal

- 68.10. Where there is a specific change proposal, the University will issue a consultation paper to directly affected staff members and the relevant union(s).
- 68.11. The consultation paper will be issued to staff members and the relevant union(s) at or within five days of a meeting arranged for the purpose of consultation on the change proposal. There will be reasonable notice of the meeting for unions to arrange representation and adequate time for the directly affected staff member to organise their participation in this meeting.
- 68.12. The consultation paper will include, where appropriate:
- the extent and nature of the change proposed;
 - reasons and aim for making the change;
 - a description of proposed staffing changes;
 - timeframe for change; and

- relevant documents which have led to the change; and wherever possible, a range of options for affected staff and the relevant union(s) to consider.

68.13. Directly affected staff and the relevant union(s) will be given an opportunity to be actively involved in the examination of the change proposal. This may include the opportunity for staff who are likely to be directly affected by the proposed change and the relevant union(s) to:

- a) hold a meeting(s) with staff members to discuss and examine the change proposal and develop responses;
- b) upon request, have a meeting or meetings with the relevant delegate to discuss the change proposal; and
- c) provide a response to the change proposal and to any further recommendation papers prepared by the University.

68.14. If directly affected staff are in agreement with the proposed change, a formal notification will be provided to the relevant union(s) and the University will proceed with implementation.

68.15. Following the consultation process, the University will issue an implementation paper. The implementation paper will include:

- genuine consideration of matters raised about the major change by the affected staff and staff appointed or union representatives;
- any changes recommended and the rationale for such changes, the timeframe for implementation;
- the identification of surplus and/or new position(s), including a description of changes in functional activities; and
- supporting documentation (such as position descriptions, business plans, and project plans), where relevant.

68.16. Directly affected staff members and the relevant union(s) will be issued with a copy of the implementation paper, be consulted over the implementation paper and will have an opportunity to comment on it.

Implementation of change

68.17. At the point of the implementation of any recommendation included in the implementation paper resulting in changes referred to in clause 68.5, any matter regarding the particular employment conditions of the directly affected staff member will be negotiated with that staff member. The staff member may request that the relevant union(s) be a party to those negotiations.

68.18. Where the duties of a position are significantly changed, or there are new position(s) created, staff who previously held positions in the work area which are intended to be made surplus will be considered first for those positions. Where the duties are not significantly changed, the incumbent will continue to hold the position.

68.19. Where it is recommended that there will be a loss of employee positions, employees directly affected will be notified in writing and will be advised that they have a period of at least five working days to submit an expression of interest in any of the following measures:

- fixed term pre-retirement agreement;
- voluntary conversion to part time employment;
- permanent transfer;
- redeployment, or
- voluntary separation, including an early termination in accordance with redundancy provisions (clause 56).

68.20. This advice will signal the commencement of a 12 week period in which the staff member may be redeployed. It is the University's responsibility to ensure redundancy packages are used as a last resort.

69. CONTRACTING OUT/LABOUR HIRE

69.1. The University may make intermittent use of contract labour to meet a short term need for particular expertise or a period of high demand for particular activities which cannot be met from existing staff resources.

69.2. The parties recognise that the University has an ongoing need to used specialised external advice and assistance on a variety of projects and assessments.

69.3. Before engaging any contractors and/or labour hire firms beyond the circumstances outlined in clause 69.1 the University will genuinely consult with relevant directly affected staff and their respective union/representative. This consultation will provide an opportunity to comment on the scope of works to be contracted out and, where applicable, the conditions established in the tender documents. This consultation will also present an opportunity to consider reasonable options for undertaking the work using in-house staff. In this consultation, the University will communicate with the relevant staff and their respective union/representative issues including:

- safety;
- anticipated number and qualifications (relevant to their expected role) of contract/labour hire staff;
- alterations in the working conditions for employees covered by this Agreement caused by the proposed use of contractors or labour hire companies;
- appropriate induction and site training (including Workplace Health and Safety) for contractor staff; and
- the likely duration of the contracting arrangements.

69.4. In the process of this consultation, the University is not required to disclose confidential or commercially sensitive information to the relevant staff or their respective union/representative.

69.5. The University must ensure that any contractor or labour hire companies have established industrial bona fides (which can be a current Enterprise Agreement) and are paying staff in accordance with the applicable industrial instrument or relevant industry agreement (such as 'Clean Start').

69.6. Disputes under this clause may be resolved under the dispute avoidance and settlement clause (clause 74)

69.7. Any outsourcing proposal that would have an impact on members of staff will be subject to the managing change provisions prescribed in clause 68 above, except where this is not practicable in cases of emergency or in circumstances where buildings, plant, equipment, services or health and safety are threatened and appropriate University staff members are not readily available.

ACHIEVING EXCELLENCE BY RESOLVING DIFFERENCES

What's in this Section?

- Managing unsatisfactory performance
- Managing misconduct, serious misconduct, serious research misconduct, and suspension
- Disciplinary action
- Grievance resolution
- Review of decision
- Dispute avoidance and settlement.

70. MANAGING UNSATISFACTORY PERFORMANCE

70.1. **Unsatisfactory Performance** means a persistent and serious failure of the staff member to perform the work of the position or appointment at a level which would be reasonably required having regard to:

- (a) the nature and purpose of the position;
- (b) its classification; and
- (c) any representations made by the staff member at the time of selection for employment or selection/promotion to the staff member's current position or level

without the presence of sufficient mitigating factors. Examples of sufficient mitigating factors include ill health, excessive workload; the absence of training; resources or guidance which the staff member might reasonably expect to have received.

70.2. **Disciplinary action** means:

- (a) formal counselling of a staff member by an appropriate supervisor;
- (b) giving a staff member a written warning (including, where appropriate, a final warning);
- (c) withholding an increment;
- (d) demotion from an increment point within a grade;
- (e) demotion of a staff member;
- (f) other action as recommended by a review committee; or
- (g) termination of a staff member's employment (in the case of un-remediated unsatisfactory performance).

Disciplinary procedures

70.3. A staff member may seek assistance from a union or staff representative and may seek procedural advice from Human Resources staff at any time during the processes set out below.

70.4. All decisions to discipline or terminate the employment of a staff member must be in accordance with this Agreement and before any decision is made to discipline a staff member for unsatisfactory performance, the University must ensure that the steps in the clauses below have been complied with.

70.5. Procedural fairness and natural justice will apply. Those involved in any disciplinary action or grievance process have a duty that any decision is not affected by favouritism, bias or conflict of interest and they must act fairly and impartially.

70.6. The University through the supervisor, and the staff member, must make every effort to resolve instances of possible unsatisfactory performance, through guidance, counselling and appropriate staff development, or appropriate work allocation before a possible report to the Director - Human Resources.

Unsatisfactory performance

70.7. Where the supervisor of a staff member is concerned about the performance of the staff member the supervisor will meet with the staff member as soon as is reasonably practicable to discuss these concerns and establish a reasonable period of review. This will, where necessary, include:

- (a) the specific deficiencies in the staff member's performance;
- (b) appropriate development assistance required to address the issue/s;
- (c) the specific corrective action required;
- (d) the performance standards required; and
- (e) a reasonable timeframe in which to address the issue/s.

70.8. Where the staff member has addressed the performance concerns within the identified timeframe, the action will cease.

70.9. Following the completion of a reasonable review period as outlined in clause 70.7, if there is little or no improvement in the performance of the staff member, the supervisor will work with the staff member on an improvement plan and timeline to assist the staff member to achieve the performance standards. The supervisor shall specify in writing the specific improvements required and, if necessary, the additional guidance, assistance and training which would reasonably enable the staff member to meet the appropriate performance standards.

70.10. At the end of the review period the supervisor shall advise the staff member in writing that either:

- (a) the issues are resolved, and that no further action is required;
- (b) a further period of review is required, specifying the new review period; or
- (c) that the performance is assessed as unsatisfactory performance and that proportionate disciplinary action is warranted, in which case the supervisor shall make a report to the Director – Human Resources which will include the aspects of performance or conduct seen as unsatisfactory and the record of attempts to remedy the problem and any issues in mitigation of which they are aware.

70.11. The University shall provide the staff member with a copy of the report. The staff member shall then be entitled to a reasonable opportunity, of no less than 5 working days, to submit a written report to the Director Human Resources.

70.12. After considering the staff member's response, the Director – Human Resources or the Vice-Chancellor's nominee will then decide to:

- (a) take no further action;
- (b) where the Director – Human Resources or the Vice-Chancellor's nominee is of the view that procedural fairness has not been afforded the staff member, refer the matter back to the supervisor with a direction to revisit any of the steps or processes above; or
- (c) take proportionate disciplinary action, in which case the Director – Human Resources or Vice-Chancellor's nominee shall set out in writing and provide to the staff member a statement as to what material has been

considered; what acts or omissions or failings on the part of the staff member constitute unsatisfactory performance, and any relevant conclusions upon which the findings are based.

70.13. Where a decision is made to take disciplinary action the staff member may only seek a review of this decision in accordance with clause 73 – Review of decision.

71. MANAGING MISCONDUCT, SERIOUS MISCONDUCT AND SERIOUS RESEARCH MISCONDUCT & SUSPENSION

Definitions

- 71.1. **Misconduct** means conduct which is not serious misconduct or serious research misconduct but which is nonetheless wilful conduct which is unsatisfactory, which may include research misconduct or a breach of the Code of Conduct or failure to follow reasonable direction.
- 71.2. **Research misconduct** means: significant behaviour that improperly appropriates the intellectual property or contributions of others, that intentionally impedes the progress of research, or that risks corrupting the research record or compromising the integrity of research practices, including such behaviours that are unethical and unacceptable in proposing, conducting or reporting research, or in reviewing the proposals or research reports of others.
- 71.3. **Serious misconduct** means:
- (a) recurrence or continuation of conduct which has been previously found to be misconduct on the part of the staff member; or
 - (b) serious misbehaviour, which may be a single occurrence, of a kind which constitutes: a serious impediment to the carrying out of a staff member's duties, or to other staff carrying out their duties; a serious risk to the safety of staff, students or visitors to the University; a serious risk to the University's property; serious misconduct in research; a serious dereliction of duties; or a conviction by a court of an offence which constitutes a serious impediment to the carrying out of the duties. Behaviour that constitutes serious misconduct can take many forms but could include serious and/or persistent harassment or bullying, or a criminal offence such as theft, fraud or assault.
- 71.4. **Serious research misconduct** means the recurrence or continuation of conduct, which has previously been found to be research misconduct on the part of the staff member; a failure to follow research protocols approved by research ethics committees or statutory licence conditions, where that failure has resulted in an unreasonable risk or actual harm to humans, animals or the environment or the University; deliberately publishing false research results that become part of the public record; conduct that is alleged to be research misconduct but where the consequences of the alleged breach result in serious harm to the University, or other staff, students or visitors, and the conduct is characterised by a reckless and wilful disregard for the consequences of the alleged conduct.
- 71.5. **Disciplinary action** for misconduct; serious research misconduct; and serious misconduct means:
- (a) formal counselling of a staff member by an appropriate supervisor;
 - (b) giving a staff member a written warning (including, where appropriate, a final warning);
 - (c) withholding an increment;
 - (d) demotion from an increment point within a grade;
 - (e) demotion of a staff member;

- (f) other action as recommended by a review committee; or
- (g) termination of a staff member's employment (in the case of un-remediated unsatisfactory performance, serious research misconduct or serious misconduct).

71.6. **Research Misconduct Assessor** means a senior researcher appointed by the University to assess whether allegations may be research misconduct;

71.7. **Designated Person** means a Pro Vice-Chancellor appointed by the Vice-Chancellor to receive complaints and allegations of research misconduct and carry out other duties as specified in this clause (clause 71).

Suspension

71.8. The University may, at any time while the process for managing misconduct is in progress, suspend a staff member with pay, or without pay. Suspension of a staff member without pay may occur where the alleged misconduct is of a nature that causes imminent and/or serious risk to the health or safety of a person; and/or the staff member's continued presence on campus otherwise presents a serious risk to the University, its staff students and/or visitors. Where this occurs, the staff member may draw on accrued annual leave or long service leave entitlements. Any lost salary and other entitlements will be reimbursed if it is ultimately determined that the allegation is dismissed.

71.9. A staff member who has been suspended must not attend the grounds of the University without prior approval from the Director – Human Resources. Provided that the Director – Human Resources is satisfied that the behaviour of the staff member is not likely to be of a nature described in clause 71.4 above, Director – Human Resources will, on application by the staff member, give permission for a staff member to attend a specific part of the University for approved purposes.

Disciplinary Procedures

71.10. A staff member may seek assistance from a union or staff representative and may seek procedural advice from Human Resources staff at any time during the processes set out below.

71.11. All decisions to discipline or terminate the employment of a staff member must be in accordance with this Agreement and before any decision is made to discipline a staff member for misconduct, serious research misconduct or serious misconduct the University must ensure that the steps in clauses below have been complied with.

71.12. Procedural fairness and natural justice will apply. Those involved in any disciplinary action or grievance process have a duty that any decision not be affected by favouritism, bias or conflict of interest and they must act fairly and impartially.

71.13. In relation to allegations of research misconduct or serious research misconduct, before action is taken under this Agreement, any allegation will be referred to the Designated Person. The Designated Person will refer the allegation to one of the Research Misconduct Assessors to determine:-

- (a) whether the conduct that it is central to the substance of the allegations, if proven, would amount to research misconduct; and
- (b) whether a prima facie case of research misconduct exists.

- 71.14. If both 71.13 (a) and (b) above are not satisfied the allegations are either dismissed or referred to another relevant process (for example - as misconduct or serious misconduct), the staff member who is the subject of the allegations will be informed accordingly.
- 71.15. If 71.13 (a) and (b) are satisfied the Research Misconduct Assessor refers the allegations back to the Designated Person who will decide whether the allegations will be pursued according to the provisions of this Agreement as allegations of research misconduct or serious research misconduct.
- 71.16. The University through the supervisor, and the staff member, must make every effort to resolve instances of possible misconduct, through guidance, counselling and appropriate staff development, or appropriate work allocation before a possible report to the Director – Human Resources.

Misconduct

- 71.17. Where the supervisor of a staff member is concerned about conduct of the staff member the supervisor will meet with the staff member as soon as is reasonably practicable to discuss these concerns and establish a reasonable review period. This will, where necessary, include:
- (a) the specific deficiencies in the staff member's conduct;
 - (b) appropriate development assistance required to address the issue/s;
 - (c) the specific corrective action required;
 - (d) the conduct standards required; and
 - (e) a reasonable timeframe in which to address the issue/s.
- 71.18. Where the staff member has addressed the conduct concerns within the identified timeframe, the informal action will cease.
- 71.19. Following the completion of a reasonable review period as outlined in clause 71.17, if there is little or no improvement in the conduct of the staff member, the supervisor will work with the staff member to achieve the conduct standards within an agreed timeline. After considering any explanation offered by the staff member, the supervisor shall specify in writing the specific improvements required, the review period, and, if necessary, the additional guidance, assistance and training which would reasonably enable the staff member to meet the appropriate conduct standards.
- 71.20. At the end of the review period the supervisor shall advise the staff member in writing that either:
- (a) the issues are resolved, and that no further action is required;
 - (b) a further period of review is required, specifying the new review period; or
 - (c) that the staff member's conduct constitutes misconduct and that proportionate disciplinary action is warranted, in which case the supervisor shall make a report to the Director – Human Resources which will include the aspects of the staff member's conduct seen as unsatisfactory, the record of attempts to remedy the problem, and any issues in mitigation of which they are aware.
- 71.21. The University shall provide the staff member with a copy of the report. The staff member shall be entitled to a reasonable opportunity, of no less than 5 working days, to submit a written response to the Director – Human Resources.

71.22. After considering the staff member's response, the Director – Human Resources or the Vice-Chancellor 's nominee will then decide to:

- (a) take no further action;
- (b) where the Director Human Resources of the Vice-Chancellor's nominee is of the view that procedural fairness or natural justice have not been afforded the staff member, refer the matter back to the supervisor with a direction to revisit any of the steps or processes above; or
- (c) take proportionate disciplinary action, in which case the Director – Human Resources or Vice-Chancellor's nominee shall set out in writing and provide to the staff member a statement as to what material has been considered; what acts or omissions or failings on the part of the staff member constitute misconduct, and any relevant conclusions upon which the findings are based.

71.23. Where a decision is made to take disciplinary action the staff member may only seek a review of this decision in accordance with clause 73.

Serious misconduct

71.24. Where a supervisor concludes that there are reasonable grounds for any allegation(s) of serious misconduct against a staff member, they will provide a written report to the delegate of the area in which the staff member works. The delegate will firstly satisfy himself or herself that there are sufficient grounds for considering that serious misconduct may have occurred. If so satisfied the delegate will forward a report via the head of the budget unit to the Director – Human Resources.

71.25. Where the Director – Human Resources is not satisfied that the conduct alleged is sufficient to meet the test for serious misconduct the Director – Human Resources will refer the conduct back to the supervisor for action consistent with the Misconduct provisions.

71.26. Where the Director – Human Resources is satisfied that serious misconduct may have occurred, the Director will inform the staff member of the receipt of allegations of serious misconduct and will clearly outline the nature of those allegations in writing to the staff member. The staff member will have five working days from the receipt of the allegations to submit a written response.

71.27. After considering the staff member's response and any other relevant report or material, the Director - Human Resources will:

- (a) decide that there is no case to answer and inform the staff member, their supervisor and the delegate in writing that the matter is closed and there will be no further action; or
- (b) decide that there is a case of unsatisfactory performance requiring a formal performance review process to commence under clause 70;
- (c) decide that there is a case of misconduct requiring a formal misconduct review process to commence under clause 71.17; or
- (d) decide that there is a case of serious misconduct and proportionately take any of the disciplinary actions listed under clause 71.5.

71.28. The Director – Human Resources may appoint an Investigation Officer to investigate the allegations at any point during the review of the allegations.

Research Misconduct

- 71.29. Where an allegation of research misconduct is made, the Designated Person will report the allegations to the Director Human Resources at the time the allegation is considered by the Research Misconduct Assessor pursuant to clause 71.2.
- 71.30. If the Research Misconduct Assessor determines that a prima facie case of research misconduct is established, the Designated Person will refer the allegations to the staff member's supervisor to be dealt with according to the procedures for handling allegations of Misconduct.
- 71.31. If the Research Misconduct Assessor determines that the allegations are not properly characterised as research misconduct, the Designated Person will refer the allegations back to the staff member's supervisor for consideration as to whether the allegations could be misconduct, serious misconduct or under performance.

Serious research misconduct

- 71.32. Where an allegation of serious research misconduct is made, the Designated Person will report the allegations to the Vice-Chancellor (or delegate) at the time the allegation is considered by the Research Misconduct Assessor pursuant to clause 71.4.
- 71.33. Following the report of the Research Misconduct Assessor, if there is sufficient information provided to substantiate the allegations without further investigation, charges of serious research misconduct will be formulated by the Designated Person and those charges will be referred to a Research Investigation Committee;
- 71.34. If the Designated Person determines that further investigation is warranted the office holder will conduct enquiries (either personally or through an investigating officer) to gather relevant material. Once the Designated Person determines that sufficient investigations have been completed, or determines that reasonable efforts to gather information have been exhausted, the Designated Person either:
- (a) dismisses the allegations;
 - (b) formulates charges of the alleged serious research misconduct; or
 - (c) where the conduct is considered more properly as potentially misconduct, research misconduct or serious misconduct refers the allegations and any material that has been gathered to the relevant officer for management under the relevant provisions of this Agreement.
- 71.35. Subject to securing relevant evidence as above or where the safety of members of the University may be compromised, the staff member(s) who is the subject of the allegations of misconduct will be informed that allegations have been made.
- 71.36. Once the Designated Person determines that the allegations will be the subject of serious research misconduct charges, the staff member will be given an opportunity to respond. If the staff member admits the charges the matter will be referred to the Director – Human Resources for appropriate disciplinary action in accordance with this Agreement. If the staff member disputes the charges, a Research Investigation Committee will be formed.
- 71.37. The Vice-Chancellor (or delegate) shall appoint the Chair of the RIC having conferred with the ANU Branch President of the NTEU and agreed on an acceptable chair. Normally the Chair of the Committee will not be an ANU staff member and will be experienced in conducting a research investigation, or in the conduct of tribunals of fact, and/or be a subject expert in relation to the matter under investigation. In the event that agreement on a Chair

cannot be reached the matter may be referred to Fair Work Australia for resolution under clause 74 (Dispute avoidance and settlement).

71.38. The Committee shall include a suitably qualified nominee of the NTEU ANU Branch President and a suitably qualified nominee of the Vice-Chancellor (or delegate). Prior to determining the specific composition of the Committee, the Vice-Chancellor (or delegate) shall confer with the ANU Branch President of the NTEU to ensure that the Committee includes:

- (a) at least one member with sufficient expertise and standing in a discipline relevant to the allegation of serious research misconduct (or in a cognate discipline) such that that member will be capable of understanding and assisting the other members of the Committee to understand any technical, research or scientific questions which may be in dispute; but who will be seen as clearly independent of any of the participants; and
- (b) at least one member with expertise in investigating research conduct issues, either through their academic study or through the administration of research;
- (c) no member who holds current employment or visitor appointments with the ANU; and
- (d) no members who have any conflict of interest.

71.39. In order to achieve the requirements of clause 71.38 (a) and (b) the Vice-Chancellor and the NTEU Branch President may agree that two additional members be added to the membership of the Committee (so there may be five members).

71.40. The Committee will ensure that the rules of procedural fairness are followed, but otherwise will determine what additional procedures to follow in its inquiry and shall at all-times act in conformity with the procedures set out in clauses 73.11 and 73.12 (Review of decision). The Committee shall:

- (a) allow union representation; and/or
- (b) permit the staff member facing misconduct charges to seek legal advice, however the staff member may not be represented by a legal practitioner;
- (c) have power to gather evidence and have access, where required for the purposes of its inquiries to all areas of the University, including to staff and students,
- (d) be provided with sufficient facilities and services; and
- (e) have power to determine the allegations and decide if serious research misconduct has occurred

71.41. All processes and findings of a Committee are private unless:

- (a) this Agreement or another law permits them to be public; or
- (b) all persons involved in the inquiry have expressly or impliedly waived their right to privacy; and
- (c) suitable legal protections (for example, against defamation proceedings) for persons involved in the Committee processes are obtained.

71.42. The Committee may be assisted by one or more University officer (legally trained or otherwise) with the gathering of evidence, questioning of witnesses, obtaining of expert opinions and advice on procedural questions.

71.43. Where a Committee has been established and is investigating charges of serious research misconduct, but determines that the conduct revealed by its investigations is more properly characterised as research misconduct, the Chair of the Committee will inform the Vice-Chancellor (or delegate) and cease further operations. The Vice-Chancellor will refer the matter to the staff member's supervisor to take action as per clause 71.30.

- 71.44. Notwithstanding these procedures, where the Vice-Chancellor and the President of the NTEU Branch agree that the allegations of research misconduct appear to involve action in concert between employees of more than one employer, the relevant CEOs of the employers and the NTEU may agree that a joint investigation and inquiry be held. The procedures for such a joint investigation and inquiry shall be agreed in writing, and where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.
- 71.45. Should the Committee establish a finding that serious research misconduct has occurred, appropriate disciplinary action will be taken in accordance with clause 71.46 (below).

Disciplinary action: serious research misconduct

- 71.46. Upon finding of serious research misconduct by the Research Investigation Committee, the Director – Human Resources or the Vice-Chancellor's nominee will then decide to:
- (a) take no further action; or
 - (b) take proportionate disciplinary action, in which case the Director – Human Resources or the Vice-Chancellor's nominee shall set out the findings of the Research Investigation Committee in writing and/or provide to the staff member a statement as to what material has been considered; what acts or omissions or failings on the part of the staff member constitute serious research misconduct and any relevant conclusions upon which the findings are based.
- 71.47. If a decision is made to terminate the staff member's employment the staff member will be suspended without pay for five working days in which time the staff member may make an application to have this decision reviewed in accordance with clause 73 (Review of decision).
- 71.48. If the staff member fails to make an application for a review of this decision the employment will cease at close of business on the fifth day.
- 71.49. If the staff member lodges an application to review this decision, the review process will proceed and the staff member shall remain suspended without pay until the review process is finalised.
72. GRIEVANCE RESOLUTION
- 72.1. A 'grievance' is any type of problem, concern or complaint related to a staff member's employment conditions and may include an act, behaviour, omission, situation, or decision in which the employee perceives to be unfair or unjustified. The grievance procedures will not be used to the extent that a grievance relates to a decision outlined in the review of decision provisions (clause 73).
- 72.2. A staff member who feels aggrieved about a matter as defined in clause 72.1 is expected to raise the issue(s) with their supervisor, or the supervisor's supervisor, as soon as practicable. The supervisor must initiate discussions with the staff member within two working days of receiving the grievance. The aims of such discussions are to determine whether a genuine grievance exists; gather information as required to assist with the resolution of the grievance; and resolve the grievance or arrange mediation or conciliation to attempt to resolve the grievance.
- 72.3. A staff member who feels that the matter has not been resolved may initiate a formal grievance in accordance with University grievance resolution procedures.
- 72.4. Where a staff member uses the grievance process, the grievance process would normally be fully exhausted before any dispute is raised under clause 74 - Dispute avoidance and settlement (if applicable).

73. REVIEW OF DECISION

73.1. A staff member may seek a review of decision made in relation to their employment at the University. A review of decision is limited to decisions concerning the following employment matters under this Agreement:

- (a) termination of employment for reasons of:
 - i. unremediated unsatisfactory performance;
 - ii. serious misconduct;
 - iii. serious research misconduct;
 - iv. redundancy;
 - v. annulment of probationary employment; or
 - vi. due to ill-health in accordance with clause 55;
- (b) disciplinary action in the form of demotion or serious misconduct, on the grounds that procedural fairness was not applied;
- (c) suitability of a redeployment transfer decision, in accordance with clause 56.8, on the basis that the decision will have a detrimental impact on career standing; or
- (d) other circumstances as may be determined from time to time by the University.

Definitions

73.2. **Representative** means a person nominated by either the staff member or the Director – Human Resources to represent them, but does not mean a practising barrister or solicitor.

Parties means the University and the staff member.

Days means working days.

Principles for review of decisions and terms of reference

73.3. The Review Committee will apply the principles of natural justice, and the terms of reference will take into account whether or not the staff member was given a fair go all round.

73.4. In all cases, the terms of reference will be the consideration of whether:

- (a) the University followed the procedures which were applicable to the original decision;
- (b) there is sufficient evidence to support the original finding and/or decision;
- (c) and, where relevant:
 - i. whether any proposed disciplinary action was in proportion to the findings of the original decision making process ;
 - ii. whether discrimination or victimization influenced the original decision making process; and
 - iii. in the case of redundancies, whether the University used fair and objective criteria to determine which position(s) was/were declared excess to requirements.

Commencing a review

73.5. A staff member requesting a review must submit a written request to the Director – Human Resources:

- (a) within five days (except for academic staff redundancy where 10 days applies) from the date of notification of a decision made under clause 73.1, and

(b) outline their reasons in accordance with the terms of reference (clause 73.4).

73.6. Applications to review decisions other than termination of employment or demotion will be reviewed by the Director – Human Resources, who will make a determination within 10 days.

73.7. If the matter is complex, the Director – Human Resources has a conflict of interest, or it relates to a termination of employment or demotion, the Director – Human Resources will endeavour to initiate the establishment of a Review Committee within five days. The Director – Human Resources will communicate the status of the Review Committee composition to the staff member within five days.

Review Committee composition

73.8. The Review Committee will comprise three members, including:

- a nominee from the University;
- a nominee of the relevant union; and
- a Chairperson agreed by the nominators.

73.9. When establishing a Review Committee, if the relevant union fails to make a nomination within five days of receiving notification, the University will nominate a staff member.

73.10. Review Committee nominees who are University staff members will be allowed necessary time from their normal duties to ensure the review process is conducted within the set timeframe.

Review process

73.11. The Review Committee may seek and take into account any further material which is material to, or had influenced the decision under review.

73.12. During the review process the parties:

- (a) may appoint and be represented by a union or staff representative of their choice in accordance with University procedure on staff representation;
- (b) will have an opportunity to review the other party's evidence and written submissions, and have an opportunity to present evidence and make oral submissions prior to the Review Committee's final determinations;
- (c) will have a right to see all documentation provided to the committee and may wish to obtain further information in relation to, or arising from, documents provided to the committee. In these circumstances, the Chair will be approached and will endeavour to obtain the information requested. Where information has been given in confidence, that confidence will be respected;
- (d) will have an opportunity to hear oral submissions; respond to any such further material or submissions; and ask questions of any person who was interviewed by the committee, and
- (e) Where academic judgement is required for cases of academic annulment of employment, may request evidence and participation from staff with experience and knowledge of the relevant discipline.

Review committee report

73.13. Within 15 days of a Review Committee convening to review the decision, the committee will prepare and provide a written report to the Director – Human Resources.

73.14. The Review Committee Chair may request an extension of time from the Director – Human Resources. If the request is declined and once so advised, the Review Committee will have five days to hand the written report to the Director – Human Resources.

73.15. The Director – Human Resources will then consider the review committee report, assess the application and make a determination, advise the staff member of their determination and provide them with a copy of the report.

Powers and notification

73.16. The Director – Human Resources has five days to notify the staff member, their supervisor and the original decision maker of the committee's findings, and the actions to be taken. The Director – Human Resources will determine that either:

- (a) the original decision was appropriate and that it stands. If the decision relates to a termination of employment, the staff member will be provided with payment for the unexpired part of any notice period between the initial notification of termination of employment and the outcome of the review; or
- (b) the original decision making process was procedurally incorrect, or there was insufficient evidence, or discrimination or victimisation influenced the decision. The matter will be reconsidered in accordance with the appropriate decision making process, consistent with the findings of the Review Committee; or
- (c) the proposed disciplinary action is not appropriate under the circumstances and advise what alternate disciplinary action/s, if any, will apply; or
- (d) the original decision is inappropriate and make another finding. Where the staff member would have received benefits had it not been for the original decision, the University will make any necessary arrangements to ensure that the staff member receives any remuneration or other benefits to which they are entitled.

74. DISPUTE AVOIDANCE AND SETTLEMENT

74.1. A 'dispute' is a disagreement specific to the proper application of the provisions contained within this Agreement or the National Employment Standards in the Fair Work Act 2009 (other than a dispute about whether the University had reasonable business grounds under sub-section 65(5) or 76(4) of the Fair Work Act.).

74.2. The staff member(s) may appoint and be represented by a union or staff representative of their choice in accordance with University procedure on staff representation.

74.3. It is agreed that the University, staff and unions have an interest in minimising disputes. Where a dispute, as defined in clause 74.1, arises the procedures set out in this clause shall apply.

74.4. In the first instance an attempt should be made to resolve disputes in good faith at the local level. The staff member(s) will raise the matter with their supervisor or their supervisor's supervisor, and reasonable attempts should be made to resolve the dispute.

74.5. If the matter remains unresolved after reasonable attempts have been made, the staff member(s) or their representative, or a union may refer the matter in writing to the Director – Human Resources. The staff member(s) or their representative must specify:

- the matter in dispute;
- why it is disputed; and
- at least one proposal or option for resolution.

- 74.6. The Director – Human Resources will seek to resolve the matter identified in clause 74.4 within one week, or refer the matter to a Disputes Committee for resolution.
- 74.7. Where convened, a Disputes Committee shall consist of an equal number of staff nominees (normally two each) from the University and the relevant union. The Disputes Committee will commit to resolving dispute as soon as possible, and shall attempt to resolve the matter within two weeks of its first meeting. Unless otherwise agreed, if the matter is not resolved within the two week period any party to the dispute shall be entitled to regard the internal dispute settling procedures as having been exhausted.
- 74.8. Without prejudice, until the dispute settling procedures outlined in this clause have been exhausted, work will continue as normal, and the matter shall not be referred to the Fair Work Commission (FWC) by any party to the dispute.
- 74.9. Where a genuine safety issue arises, the University will not require staff to work in an unsafe environment. Staff will accept reassignments, suitable alternative work and relocation until their normal workplace has been declared safe.
- 74.10. Should the dispute not be resolved by the procedures outlined in this clause the matter may be referred to the FWC for conciliation and/or arbitration. The parties agree to be bound by FWC's resolution of the dispute. Where the FWC determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any agreed recommendation made by the FWC during conciliation to resolve the dispute.
- 79.1. Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution.
- 79.2. Where a staff member has a right to seek the review of a decision, or has sought such a review, pursuant to clause 57 (Ill health assessment) or clause 78 (Review of decision) of The Australian National University Enterprise Agreement 2013 – 2016 ('the former Agreement'), and the review remains unresolved as at the commencement date of this Agreement, the provisions of the former Agreement continue in effect and are incorporated into this Agreement to the extent required to enable the implementation or resolution of a review, and the implementation of any decision by the University following the completion of such a review.

SCHEDULE 1: ACADEMIC STAFF SALARY SCHEDULE

Level (Step)	Previous rate	Annual salary (\$)				
		19 October 2017 <i>\$1,800 flat rate increase to base salary</i>	12 July 2018 <i>2% increase</i>	11 July 2019 <i>\$1,800 flat rate increase to base salary</i>	9 July 2020 <i>2% increase</i>	8 July 2021 <i>2% increase</i>
Level A*						
A1	68,307	70,107	71,509	73,309	74,775	76,271
A2	75,297	77,097	78,639	80,439	82,048	83,689
A3	80,969	82,769	84,424	86,224	87,949	89,708
A4	86,646	88,446	90,215	92,015	93,855	95,732
Level B						
B1	94,287	96,087	98,009	99,809	101,805	103,841
B2	100,835	102,635	104,688	106,488	108,617	110,790
B3	107,381	109,181	111,365	113,165	115,428	117,736
Level C						
C1	113,929	115,729	118,044	119,844	122,240	124,685
C2	120,479	122,279	124,725	126,525	129,055	131,636
C3	127,025	128,825	131,402	133,202	135,866	138,583
Level D						
D1	136,843	138,643	141,416	143,216	146,080	149,002
D2	145,576	147,376	150,324	152,124	155,166	158,269
D3**	149,821	151,621	154,653	156,453	159,582	162,774
Level E						
E1	169,586	171,386	174,814	176,614	180,146	183,749
E2	179,846	181,646	185,279	187,079	190,820	194,637

*A staff member at Level A will be paid in accordance with clauses 23.5 – 23.9 (Salary)

**Step 3 of the Level D (D3) salary structure will be paid only to Senior Fellows appointed before 23 July 1991.

SCHEDULE 2: CASUAL SESSIONAL ACADEMIC SALARY RATES

S 2.1 Casual sessional academic (CSA) staff will be paid at the sessional rates specified below derived from the following formula: relevant full time salary divided by 52 divided by 37.5 multiplied by hours multiplied by loading of 25%.

S 2.2 The CSA rate of pay for lecturing or tutoring set in this schedule will encompass the following activities in addition to the delivery of lectures and/or tutorials:

- preparing of lectures or tutorials;
- up to 30 minutes for each hour of teaching for contemporaneous marking¹ for the students for whom the CSA staff member is responsible;
- administration of relevant records of students for whom the CSA staff member is responsible;
- consultation with students involving face to face and email consultation prior to and following a lecture or tutorial; and
- attendance at meetings specifically for the purpose of assisting the CSA staff member to prepare for their lecture or tutorial and which are intended as a substitute for preparation that the staff member would have otherwise had to undertake.

S 2.3 For the purposes of this provision, 'contemporaneous marking' means marking that is performed during a lecture or tutorial or other teaching session, or marking work that could have reasonably been performed during any of the above.

S 2.4 Lecturing

For the purposes of this Schedule, the term 'lecture' means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the University.

A CSA staff member required to deliver a lecture (or equivalent delivery through face-to-face teaching mode) of a specified duration and the related directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation will be paid at a rate for each hour of lecture delivered, in accordance with the following table.

Sessional payment for each hour of lecture delivered (\$)

Lecture type	Previous rate	19 October 2017	12 July 2018	11 July 2019	9 July 2020	8 July 2021
		\$1,800	2%	\$1,800	2%	2%
<u>Basic lecture</u> 1 hour of delivery and 2 hours associated working time (rate based on B1 ¹).	181.32	184.78	188.48	191.94	195.78	199.69

<u>Developed lecture</u> 1 hour of delivery and 3 hours associated working time (rate based on B1).	241.77	246.38	251.30	255.92	261.04	266.26
<u>Specialised lecture</u> 1 hour of delivery and 4 hours associated working time (rate based on B1).	302.20	307.98	314.13	319.90	326.30	332.82
<u>Repeat lecture</u> 1 hour of delivery and 1 hour associated working time (rate based on B1).	120.88	123.19	125.65	127.96	130.52	133.13

S 2.5 For the purposes of this Schedule the following definitions apply:

Basic lecture rate: Paid where the lecturer is provided with the course outline and lecture notes. The rate also includes preparation and student consultation.

Developed lecture rate: Paid where the lecturer assumes significant responsibility for planning and developing a course, unit or subject, or a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls for special expertise. This rate is also paid where the staff member has responsibility for coordination of a course or unit.

Specialised lecture rate: Paid to a distinguished visiting scholar for a single lecture or for each lecture in a small group of lectures and for specialised lectures by experts in a field of study.

Repeat lecture rate: As additional major preparation is not assumed to be required, the repeat lecture rate provides for two hours of work. Minor modification and student engagement and consultation is still required.

The CSA rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous¹ with it.

S 2.6 Tutoring

For the purposes of this schedule the term 'tutorial' means any education delivery described as a tutorial or seminar in a course or in an official timetable issued by the University.

A CSA staff member required to deliver or present a tutorial (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and the related directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking and student consultation, will be paid at a rate for each hour of tutorial delivered or presented, according to the following table.

Sessional payment for each hour of tutorial delivered (\$)

Tutorial type	Previous rate	19 October 2017	12 July 2018	11 July 2019	9 July 2020	8 July 2021
		\$1,800	2%	\$1,800	2%	2%
<u>Tutorial</u> 1 hour of delivery and 2 hours associated working time (rate based on A1).	131.36	134.82	137.52	140.98	143.80	146.67
Tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination (rate based on A3).	155.71	159.17	162.35	165.82	169.13	172.52
<u>Repeat tutorial</u> 1 hour of delivery and 1 hour associated working time (rate based on A1).	87.58	89.88	91.68	93.99	95.87	97.78
Repeat tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination (rate based on A3).	103.81	106.11	108.24	110.54	112.75	115.01

The CSA rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days and any marking and student consultation reasonably contemporaneous¹ with it.

In considering tutorial size, each area will consider the staff – student ratio to ensure that the quality of the educational experience for students does not diminish.

S 2.7 Musical accompanying with special educational services

For the purposes of S2.7, the term 'musical accompanying with special educational service' means the provision of musical accompaniment to one or more students or staff in the course of teaching by another member of the academic staff in circumstances where the accompanist deploys educational expertise in repertoire development or expression for student concert or examination purposes, but does not include concert accompanying, vocal coaching or musical directing.

For musical accompanying, the part time (non-fractional) employee will be paid for each hour of accompanying as well as for one hour of preparation time for each hour of accompanying delivered:

Sessional payment for each hour of musical accompanying (\$)

Type of musical accompaniment	Previous rate	19 October 2017	12 July 2018	11 July 2019	9 July 2020	8 July 2021
		\$1,800	2%	\$1,800	2%	2%
<u>Musical accompanying</u> 1 hour of delivery and 1 hour of preparation time (rate based on A1).	87.58	89.88	91.68	93.99	95.87	97.78
Musical accompanying, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination (rate based on A3).	103.81	106.11	108.24	110.54	112.75	115.01

S 2.8 Pre-tertiary music tuition

For the purposes of S2.8, the term 'pre-tertiary music tuition' means the provision of musical tuition to one or more participants who are students at a primary or secondary school (that is, up to the completion of a Higher School Certificate or equivalent).

Sessional payment for each hour of tuition delivered (\$)

Tuition type	Previous rate	19 October 2017	12 July 2018	11 July 2019	9 July 2020	8 July 2021
		\$1,800	2%	\$1,800	2%	2%
<u>Pre-tertiary music tuition</u> 1 hour of delivery and 1 hour associated working time (rate based on A1).	87.58	89.88	91.68	93.99	95.87	97.78

S 2.9 Marking

For the purposes of this schedule the following definitions apply:

Standard marking is non contemporaneous marking that does not require a significant exercise of academic judgement such as where the marker is able to determine the correct answer by application of a marking template or where general commentary or feedback on a written piece of work is provided.

Complex marking is non contemporaneous marking that does require the significant exercise of academic judgement where for example detailed feedback and comments on complex assignments or examination papers and/or large body of work such as a thesis is required.

All marking other than that referred to in [S2.4](#) and [S2.6](#) above will be paid according to the following table, for all time worked.

Sessional payment for each hour of marking delivered (\$)

Type of marking	Previous rate	19 October 2017	12 July 2018	11 July 2019	9 July 2020	8 July 2021
		\$1,800	2%	\$1,800	2%	2%
<u>Standard marking</u> (Rate based on A1).	43.78	44.94	45.84	46.99	47.93	48.89
Standard marking, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination (rate based on A3).	51.91	53.06	54.12	55.27	56.38	57.51
<u>Complex marking</u> As a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to a staff member at Level B status (rate based on B1).	60.44	61.59	62.83	63.98	65.26	66.56

In assessing the time allowed for marking beyond the contemporaneous marking¹ completed as part of the lecturing and tutorial rate of pay, consideration should be taken of the time taken to undertake the marking based on the complexity of the marking in the context of the academic discipline involved.

The delegate should, if possible, seek to identify the nature and complexity of marking that is required for major pieces of work within their area and how the marking time may be calculated. As an indicative guide marking a standard essay in social sciences and the humanities should be calculated on the basis of 20 minutes for each 1,000 words, or longer for papers that include complex formulae, graphs or similar material.

S 2.10 Performance sessions – principal players

For the purposes of this Agreement the term ‘conduct performance sessions as a principal player’ means the provision of performance tuition, usually in a one-on-one situation with a performance student in circumstances where the casual/sessional academic staff member is formally designated as a ‘principal player’ by the Head, School of Music.

A casual/sessional academic required to conduct performance sessions as a principal player of a specified duration and the related directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking¹ and student consultation, will be paid at a rate for each hour of performance session delivered or presented, according to the following table.

All other performance tuition carried out by CSA staff members will be remunerated in accordance with S2.6 (Tutoring) or S2.12 (Other required academic activity).

Sessional payment for each hour of performance delivered (\$)

Type of performance session principal players	Previous rate	19 October 2017	12 July 2018	11 July 2019	9 July 2020	8 July 2021
		\$1,800	2%	\$1,800	2%	2%
<u>Performance session</u> 1 hour of delivery and 2 hours associated working time (rate based on A3).	155.71	159.17	162.35	165.82	169.13	172.52
<u>Repeat performance session</u> 1 hour of delivery and 1 hour associated working time (rate based on A3).	103.81	106.11	108.24	110.54	112.75	115.01

S 2.11 Clinical skills tutors

S 2.11.1 Clinical skills tutors will be appointed in accordance with clause 15 (Casual employment).

S 2.11.2 All Clinical Skills tutors employed on or after 1 July 2013 will be remunerated as per S.2.11.4 below.

S 2.11.3 All Clinical Skills tutors employed prior to 1 July 2013 will continue be paid a rate of \$219.10 per hour, indexed in accordance with clause 23.3 (Salary increases)

S 2.11.4 Clinical skills tutors will be classified and remunerated based on the required qualifications and experience (excellence in education) as provided in the below table. The salary rates are derived of the relevant full time salary divided by 52 weeks, divided by 37.5 hours, multiplied by the casual loading of 25%.

Required qualification and/or experience	Position	Salary rate per session as at 19 October 2017 (\$) (1 hour of delivery plus 2 hours of preparation time)	
GP Qualified with Education qualifications and/or experience	Experienced / Leadership / Excellence in Education role	C1	222.56
		C2	235.15
		C3	247.74
GP Qualified	Standard or Mid-range role	B1	184.78
		B2	197.38
		B3	209.96
Registrar	Entry Level Role	A1	134.82
		A2	148.26
		A3	159.17
		A4	170.09

S.2.11.5 Clinical Skills tutors will be appointed to the relevant step of each level, dependent on qualifications, and/or relevant experience.

S.2.11.6 Salary rates provided in clause 5 will be indexed in accordance with clause 23.3 (Salary increases).

S.2.11.7 The University will develop and provide Clinical Skills tutors with role statements based on the required qualification, experience, and role as defined in S 2.11.4.

S 2.12 Other required academic activity

For the purposes of this Schedule 'other required academic activity' will be paid at the rates listed in the following table and include work required by the University and of the following nature:

- (a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- (b) the conduct of clinical sessions;
- (c) the conduct of performance and visual art studio sessions;
- (d) musical coaching, repititeurship, and musical accompanying other than with special educational service;
- (e) development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- (f) consultation with students;
- (g) attendance at departmental and/or faculty meetings if required; and,
- (h) directed to attend at lectures and other teaching activities.

The above list is not intended to be exhaustive, but is provided by way of examples and guidance.

Sessional payment for each hour of activity delivered (\$)

Type of other activity	Previous rate	19 October 2017	12 July 2018	11 July 2019	9 July 2020	8 July 2021
		<i>\$1,800</i>	<i>2%</i>	<i>\$1,800</i>	<i>2%</i>	<i>2%</i>
Other required activity, as defined (rate based on A1).	43.78	44.94	45.84	46.99	47.93	48.89
Other required activity, as defined, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination (rate based on A3).	51.91	53.06	54.12	55.27	56.38	57.51

SCHEDULE 3

PROFESSIONAL STAFF SALARIES

S3.1

Current level (step)	Previous rate	Annual salary (\$)				
		19 October 2017 <i>\$1,800 flat rate increase to base salary</i>	12 July 2018 <i>2% increase</i>	11 July 2019 <i>\$1,800 flat rate increase to base salary</i>	9 July 2020 <i>2% increase</i>	8 July 2021 <i>2% increase</i>
ANUO2						
(1)	49,626	51,426	52,455	54,255	55,340	56,446
(2)	50,837	52,637	53,690	55,490	56,600	57,732
(3)	51,946	53,746	54,821	56,621	57,753	58,908
ANUO3						
(1)	53,975	55,775	56,891	58,691	59,864	61,062
(2)	55,911	57,711	58,865	60,665	61,879	63,116
(3)	57,842	59,642	60,835	62,635	63,888	65,165
(4)	59,897	61,697	62,931	64,731	66,026	67,346
ANUO4						
(1)	60,260	62,060	63,301	65,101	66,403	67,731
(2)	62,316	64,116	65,398	67,198	68,542	69,913
(3)	64,393	66,193	67,517	69,317	70,703	72,117
(4)	65,487	67,287	68,633	70,433	71,841	73,278
ANUO5						
(1)	66,904	68,704	70,078	71,878	73,316	74,782
(2)	68,959	70,759	72,174	73,974	75,454	76,963
(3)	71,138	72,938	74,397	76,197	77,721	79,275
(4)	73,309	75,109	76,611	78,411	79,979	81,579
ANUO6						
(1)	75,608	77,408	78,956	80,756	82,371	84,019
(2)	79,230	81,030	82,651	84,451	86,140	87,862

		Annual salary (\$)				
Current level (step)	Previous rate	19 October 2017 <i>\$1,800 flat rate increase to base salary</i>	12 July 2018 <i>2% increase</i>	11 July 2019 <i>\$1,800 flat rate increase to base salary</i>	9 July 2020 <i>2% increase</i>	8 July 2021 <i>2% increase</i>
ANUO7						
(1)	83,223	85,023	86,723	88,523	90,294	92,100
(2)	87,570	89,370	91,157	92,957	94,817	96,713
ANUO8						
(1)	94,094	95,894	97,812	99,612	101,604	103,636
(2)	100,864	102,664	104,717	106,517	108,648	110,821
SM1						
(1)	107,632	109,432	111,621	113,421	115,689	118,003
(2)	112,944	114,744	117,039	118,839	121,216	123,640
SM2	121,378	123,178	125,642	127,442	129,990	132,590
SM3	132,720	134,520	137,210	139,010	141,791	144,626
SM4	145,737	147,537	150,488	152,288	155,333	158,440
SM5	159,684	161,484	164,714	166,514	169,844	173,241

*The entry point for a staff member in the maintenance stream who is an experienced tradesperson will be not less than ANUO3, step 3.

S3.2 Supported salary rates for staff with disabilities

A person to whom Schedule 7 (Application of supported wage system for staff member with a disability) applies will be paid the greater of either \$60 per week or the applicable percentage of the relevant base salary rate for the class of work which the person is performing, according to the following table:

Assessed capacity (%)	% of prescribed salary rate
10*	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

* Where a person's assessed capacity is 10%, the person will receive a high degree of assistance and support.

S3.3 Academic and professional staff working in University House and hospitality staff working in Halls of Residence

S3.3.1 Professional staff – University House and hospitality stream staff working Halls of Residence

		Annual salary (\$)				
Current level (step)	Previous rate	19 October 2017 <i>\$1,800 flat rate increase to base salary</i>	12 July 2018 <i>2% increase</i>	11 July 2019 <i>\$1,800 flat rate increase to base salary</i>	9 July 2020 <i>2% increase</i>	8 July 2021 <i>2% increase</i>
ANUO1						
(1)	42,119	43,919	44,797	46,597	47,529	48,480
(2)	43,001	44,801	45,697	47,497	48,447	49,416
(3)	43,880	45,680	46,594	48,394	49,361	50,349
ANUO2						
(1)	45,200	47,000	47,940	49,740	50,735	51,749
(2)	46,305	48,105	49,067	50,867	51,884	52,922
(3)	47,313	49,113	50,095	51,895	52,933	53,992
ANUO3						
(1)	49,163	50,963	51,982	53,782	54,858	55,955
(2)	50,925	52,725	53,780	55,580	56,691	57,825
(3)	52,686	54,486	55,576	57,376	58,523	59,694
(4)	54,557	56,357	57,484	59,284	60,470	61,679
ANUO4						
(1)	54,887	56,687	57,821	59,621	60,813	62,029
(2)	56,761	58,561	59,732	61,532	62,763	64,018
(3)	58,653	60,453	61,662	63,462	64,731	66,026
(4)	59,706	61,506	62,736	64,536	65,827	67,143
ANUO5						
(1)	60,940	62,740	63,995	65,795	67,111	68,453
(2)	62,811	64,611	65,903	67,703	69,057	70,438
(3)	64,796	66,596	67,928	69,728	71,122	72,545
(4)	66,774	68,574	69,945	71,745	73,180	74,644

Current level (step)	Previous rate	Annual salary (\$)				
		19 October 2017 <i>\$1,800 flat rate increase to base salary</i>	12 July 2018 <i>2% increase</i>	11 July 2019 <i>\$1,800 flat rate increase to base salary</i>	9 July 2020 <i>2% increase</i>	8 July 2021 <i>2% increase</i>
ANUO6						
(1)	68,867	70,667	72,080	73,880	75,358	76,865
(2)	72,166	73,966	75,445	77,245	78,790	80,366
ANUO7						
(1)	75,802	77,602	79,154	80,954	82,573	84,225
(2)	79,764	81,564	83,195	84,995	86,695	88,429
ANUO8						
(1)	85,704	87,504	89,254	91,054	92,875	94,733
(2)	91,871	93,671	95,544	97,344	99,291	101,277
SM1						
(1)	98,036	99,836	101,833	103,633	105,705	107,819
(2)	102,876	104,676	106,770	108,570	110,741	112,956
SM2	110,559	112,359	114,606	116,406	118,734	121,109
SM3	120,884	122,684	125,138	126,938	129,476	132,066
SM4	132,745	134,545	137,236	139,036	141,817	144,653
SM5	145,448	147,248	150,193	151,993	155,033	158,133

S3.3.2 Academic staff – University House

Any staff member employed as an academic member at University House will have their base salary fixed as at 22 July 1999 indexed according to increases for other University House staff.

S3.4 Casual staff engaged as simulated patients

S3.4.1 The following employment conditions and rates of pay apply to staff engaged as Simulated Patients from the date of operation of this Agreement.

S3.4.2 Clause 15.7 (Casual Loading), clauses 14.14 – 14.17 (Minimum engagement), clause 24 (Incremental salary progression), clause 23.11 (Salaries casual professional staff), Schedule 6 (Allowances), clauses 23.1 – 23.2 (Payment of salaries), clause 18 (Hours of work) and Schedules 5 (Professional staff position classification standards), Schedule 1, 2 and clauses 3.1 – 3.3 (Salaries) do not apply to casual staff who are engaged as Simulated Patients.

S3.4.3 Casual staff members who are engaged as a Simulated Patient must for each performance be paid 16.7% of a weekly rate of \$942.12, plus a 25% casual loading. The minimum payment of such a performance will normally be three hours.

S3.4.4 Any additional hours for a given session above the three hour minimum will be paid at an hourly rate derived by dividing the weekly rate of \$942.12 by 38 plus the 25% loading in S3.4.3.

S3.4.5 The casual loading in S3.4.3 above is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full time or part time employment.

S3.4.6 Casual employees engaged as Simulated Patients will be paid within 22 days of submitting a valid and completed claim for payment to the appropriate Departmental representative of the University.

S3.4.7 Casual rates for minimum engagement and additional hours as defined in S3.4.3 and S3.4.4 provided in the following table are inclusive of the 25% loading

Effective date	Minimum payment (\$) up to 3 hours of delivery	Hourly rate (\$) (inclusive of 25% casual loading)
From 19 October 2017	196.67	30.99
From 12 July 2018	200.60	31.61
From 11 July 2019	207.80	32.75
From 9 July 2020	211.96	33.40
From 8 July 2021	216.20	34.07

S3.4.8 The above rates of pay will be increased from time to time in accordance with increases applied under this Agreement.

S3.4.9 Where a performer is required to perform as an individual simulated patient before a large lecture class or as part of an assessment session the minimum engagement loading (inclusive of 25% loading) will be \$215.24 for a three hour session.

S3.4.10 Any additional hours above the of a session as defined in S3.4.9 will be paid at an hourly rate derived by dividing the weekly rate of \$1031.07 by 38 hours plus the 25% loading in S3.4.3.

S3.4.11 The following definition will apply:

Performer: A performer is required to have relevant experience in the entertainment industry and/or is employed in theatrical productions performing as directed to an existing script and who is required to exercise their artistic skills to a professional standard as required. A staff member at this level will have appropriate qualifications or be able to demonstrate they possess skills of an equivalent standard.

S4.1 Introduction

Minimum standards for levels of academic staff, other than a casual, are set out in this schedule. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the institution to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.

MSAL will not be used as a basis for claims for reclassification.

S4.2 Teaching and research academic staff**Level A**

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. The academic will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. The academic will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.

Level D

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. The academic will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, research and teaching in their discipline. They will make a commensurate contribution to the work of the institution.

S4.3 Research academic staff (inclusive of creative disciplines)

Level A

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.

Level B

A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

Level C

A Level C research academic will make independent and original contributions to research, which have a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

Level D

A Level D research academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

Level E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

S5.1 Salary structure

Professional staff positions will be classified in accordance with the ANU Officer or Senior Manager structures as set out in this Schedule. Positions will be classified at the level which most accurately reflects the work performed by the staff member as required by the University, taking into account the skills and responsibilities required to perform that work. Determination of the classification of ANU Officer positions levels 1 to SM1 will be based on the primary descriptors set out in S5.2, in conjunction with the secondary descriptors for each of the ANU classification streams described in S5.3. The classification of Senior Manager (SM) positions will be determined by the primary descriptors set out in S5.2.

The minimum salary entitlement of professional staff, and certain other employment conditions as set out in this Agreement, will be determined by the classification of the staff member's position.

S5.2 Primary descriptors

The descriptors in this part are the primary work level descriptors for each of the ANU Officer and Senior Manager levels.

S5.2.1 Definitions

Definition 1:	Supervision
Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.

Definition 2:	Qualifications*
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.

Definition 2:	Qualifications*
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
*Within the Australian Framework. Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	

Definition 3:	Classification dimensions
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Definition 3:	Classification dimensions
Judgement, independence and problem solving:	<p>Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.</p> <p>This dimension looks at how much of each of these three qualities applies at each classification level.</p>
Typical activities:	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

S5.2.2 Primary descriptors

ANUO Level 1

Training level or qualifications:	<p>Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.</p> <p>Staff members engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which shall provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and supervisors, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.</p>
Occupational equivalent:	Cleaner, labourer, trainee for level 2 duties.
Level of supervision:	Close supervision or, in the case of more experienced staff working alone, routine supervision.
Task level:	Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.
Organisational knowledge:	May provide straightforward information to others on building or service locations.
Judgement, independence and problem solving:	Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.
Typical activities:	Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

ANUO Level 2

Training level or qualifications:	<p>Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or</p> <p>completion of year 12 without work experience, or</p> <p>completion of Certificates I or II with work related experience, or</p> <p>an equivalent combination of experience and training.</p>
Occupational equivalent:	Administrative assistant, security patrol officer.
Level of supervision:	Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).
Task level:	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Organisational knowledge:	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Judgement, independence and problem solving:	<p>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.</p> <p>A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p>
Typical activities:	<p>Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.</p> <p>Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.</p>

ANUO Level 3

Training level or qualifications:	<p>Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:</p> <p>completion of a trades certificate or Certificate III, or completion of Year 12 or a Certificate II, with relevant work experience, or an equivalent combination of relevant experience and/or education/training.</p> <p>Staff members advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.</p>
Occupational equivalent:	Tradesperson, technical assistant/technical trainee, administrative assistant.
Level of supervision:	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.
Task level:	Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.
Organisational knowledge:	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.
Judgement, independence and problem solving:	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
Typical activities:	<p>In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In technical assistant positions:</p> <ul style="list-style-type: none"> assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments monitor experiments for report to a technical officer assist with the preparation of specimens assist with the feeding and care of animals.

	<p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including: standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics,</p> <p>provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel,</p> <p>process accounts for payment.</p>
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ANUO Level 4

Training level or qualifications:	<p>In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In technical assistant positions:</p> <p>assist a technical officer in operating a laboratory, including ordering supplies</p> <p>assist in setting up routine experiments</p> <p>monitor experiments for report to a technical officer</p> <p>assist with the preparation of specimens</p> <p>assist with the feeding and care of animals.</p> <p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including: standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics</p> <p>provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel</p> <p>process accounts for payment.</p>
Occupational equivalent:	Technical officer or technician, administrative above Level 3, advanced tradespersons.
Level of supervision:	<p>In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.</p> <p>May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.</p>
Task level:	May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Judgement, independence and problem solving:	<p>In trades positions, extensive diagnostic skills.</p> <p>In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.</p> <p>In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p>
Typical activities:	<p>In trades positions:</p> <p>work on complex engineering or interconnected electrical circuits</p> <p>exercise high precision trades skills using various materials and/or specialised techniques.</p> <p>In technical positions:</p> <p>develop new equipment to criteria developed and specified by others</p> <p>under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations</p> <p>demonstrate the use of equipment and prepare reports of a technical nature as directed.</p> <p>In library technician positions:</p> <p>undertake copy cataloguing</p> <p>use a range of bibliographic databases</p> <p>undertake acquisitions</p> <p>respond to reference inquiries.</p> <p>In administrative positions:</p> <p>may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems</p> <p>plan and set up spreadsheets or data base applications</p> <p>be responsible for providing a full range of secretarial services, e.g. in a faculty</p> <p>provide advice to students on enrolment procedures and requirements</p> <p>administer enrolment and course progression records.</p>

ANUO Level 5

Training level or qualifications:	<p>Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>completion of a degree without subsequent relevant work experience, or</p> <p>completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience, or</p> <p>completion of a diploma qualification and at least 2 years subsequent relevant work experience, or</p> <p>completion of a Certificate IV and extensive relevant work experience, or</p> <p>completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or</p> <p>an equivalent combination of relevant experience and/or education/training.</p>
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Occupational equivalent:	Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.
Level of supervision:	In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.
Task level:	Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.
Judgement, independence and problem solving:	In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.
Typical activities:	<p>In technical positions:</p> <ul style="list-style-type: none"> develop new equipment to general specifications under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations under broad direction, set up, monitor and demonstrate standard experiments and equipment use prepare reports of a technical nature. <p>In library technician positions, perform at a higher level than Level 4, including:</p> <ul style="list-style-type: none"> assist with reader education programs and more complex bibliographic and acquisition services operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service. <p>In administrative positions:</p> <ul style="list-style-type: none"> responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus. <p>In professional positions and under professional supervision:</p> <ul style="list-style-type: none"> work as part of a research team in a support role provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services provide counselling services.

ANUO Level 6

Training level or qualifications:	Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with subsequent relevant experience, or
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	extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.
Level of supervision:	In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.
Task level:	Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
Judgement, independence and problem solving:	Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.
Typical activities:	<p>In technical positions:</p> <ul style="list-style-type: none"> manage a teaching or research laboratory or a field station provide highly specialised technical services set up complex experiments design and construct complex or unusual equipment to general specifications assist honours and postgraduate students with their laboratory requirements install, repair, provide and demonstrate computer services in laboratories. <p>In administrative positions:</p> <ul style="list-style-type: none"> provide financial, policy and planning advice service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence monitor expenditure against budget in a school or small faculty. <p>In professional positions:</p> <ul style="list-style-type: none"> work as part of a research team provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services provide counselling services undertake a range of computer programming tasks provide documentation and assistance to computer users analyse less complex user and system requirements.

ANUO Level 7

Training level or qualifications:	Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with at least 4 years subsequent relevant experience, or extensive experience and management expertise in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.
Level of supervision:	Broad direction. May manage other staff including administrative, technical and/or professional staff.
Task level:	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
Organisational knowledge:	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.
Judgement, independence and problem solving:	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
Typical activities:	In a library, combine specialist expertise and responsibilities for managing a library function. In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication. In technical manager positions, the management of teaching and research facilities for a department or school. In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research. In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

ANUO Level 8

Training level or qualifications:	Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to: postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or extensive experience and management expertise, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.
Level of supervision:	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

Task level:	Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Organisational knowledge:	The staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
Typical activities:	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.</p> <p>Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.</p>

ANUO Level 9 / SM1

Training level or qualifications:	Level 9 OR SM1 duties typically require a skill level which assumes and requires knowledge or training equivalent to: postgraduate qualifications and extensive relevant experience, or extensive management experience and proven management expertise, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.
Task level:	Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.
Organisational knowledge:	Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.
Judgement, independence and problem solving:	Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.
Typical activities:	Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

	<p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.</p> <p>Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.</p>
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ANUO Level 10 / SM1

Training level or qualifications:	<p>Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>proven expertise in the management of significant human and material resources; in addition to, in some areas,</p> <p>postgraduate qualifications and extensive relevant experience.</p>
Occupational equivalent:	Senior program, research or administrative manager.
Level of supervision:	Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).
Task level:	Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.
Organisational knowledge:	<p>Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.</p> <p>Be fully responsible for the achievement of significant organisational objectives and programs.</p>
Judgement, independence and problem solving:	Be fully responsible for the achievement of significant organisational objectives and programs.
Typical activities:	<p>Manage a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.</p>

Senior Manager (SM) positions

The minimum requirements for all SM 2 – 5 classifications are as follows:

Training level or qualifications:	<p>Postgraduate qualifications with relevant experience* and proven expertise in the management of significant human and material resources or an equivalent combination of experience and training.</p> <p>* As a guide, experience in this context and at this level is likely to be at least 8 years.</p>
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Level of supervision:	Broad direction. Usually will manage other administrative, technical and/or professional staff.
Task level:	Conceptualise, develop, initiate and review major technical and/or administrative policies at University level. Responsible for management of a complex area of work at a level higher than ANUO 10. Accountable for program performance. Comprehensive knowledge of related programs.
Organisational knowledge:	Devise new ways of adapting technical and/or administrative strategies to meet new internal and external demands.
Judgement, independence and problem solving:	Full responsibility for achieving significant objectives and programs. Will have a significant collaborative role.

The specific requirements for each SM classification are as follows:

SM2

Scope:	Area managed Single section, usually only one significant component. Number of staff Usually 5-10, at least one of whom would be above ANUO 6/7 level.
Variety:	Usually at least one professional stream plus support staff and/or at least one major function which is either in a professional field with campus-wide client base or performs a limited number of service functions for a significant portion of the ANU.
Policy:	Drafts policy for the area; devises strategy for achievement of given policy; advises more senior staff on policy which has impact outside their area.
Capacity to Commit:	Resources within budget. Usually own area only.
Impact (influence on the University):	If the impact of decision making or advice offered has a substantial effect outside the staff member's own area, a higher level may be appropriate.

SM3

Scope:	Area managed Administrative structure for a school or an office/branch usually with more than one significant component. Number of staff Usually 5-50, at least one of whom would be above ANUO 8 level.
Variety:	Normally more than one professional stream plus support staff. Either performs a number of major functions, at least one of which must be professional for a campus-wide client base and important for the ANU to achieve its objective or performs a major number of service functions for a significant portion of the ANU.
Policy:	Formulates policy for the area for approval by senior officer and/or prepares initial drafts of policy which has campus-wide impact. Goals are set by senior officer. Devises strategy for achievement of goals subject to approval by senior officer.

Capacity to Commit:	Resources within budget. Usually own area only.
Impact (influence on the University):	If the impact of decision making or advice offered has a substantial effect outside the staff member's own area, a higher level may be appropriate.

SM4

Scope:	Area managed A major portion of the ANU or a number of faculties or more than one school or more than one office/branch but less than a division. Number of staff Usually 20+, at least one of whom would be above ANUO 9/10 level.
Variety:	Normally a number of classification streams, more than one profession. Performs a number of major functions (more than 2), at least one of which must be professional for a campus-wide client base and important for the ANU to achieve its objective OR performs a major number of service functions for a substantial portion of the ANU.
Policy:	Prepares initial drafts of policy which has campus-wide impact and/or formulates policy for a substantial area of the ANU for approval by management committee. Goals usually set by management committee. Devises strategy for achievement of goals subject to approval by management committee. Reporting lines may be diffuse. Staff at this level would not usually have a single direct supervisor.
Capacity to Commit:	Resources within budget. Responsible for additional resources. Capacity to commit to own area only.
Impact (influence on the University):	If the impact of decision making or advice offered has a substantial effect outside the staff member's own area, a higher level may be appropriate.

SM5

Scope:	Area managed Campus-wide client base. Usually controls a division. Number of staff Usually 20+, at least one of whom would be above ANUO 9/10 level. Usually responsible for divisional budget.
Variety:	Normally a number of classification streams, more than one profession. Performs a number of major functions (more than 2), at least one of which must be professional for a campus-wide client base and important for the ANU to achieve its objective or performs a major number of service functions for a substantial portion of the ANU.
Policy:	Determines policy and strategy for own area. May determine University policy with relation to own area of responsibility. May set goals for own area, will be a key player in such goal setting. Will participate in goal setting for ANU, at least in matters relating to own area.

	Key factor in determining level is that SAO4/SM5 staff will report to a Pro Vice-Chancellor or higher.
Capacity to Commit:	May commit ANU on matters within specified limits.
Impact (influence on the University):	If the impact of decision making or advice offered has a major effect on broad University policy outside the staff member's normal area of operation, a higher level may be appropriate.

S.2.3 Glossary of Terms

(The meaning of terms defined in the primary descriptors also applies to the secondary descriptors.)

Adapt	To modify or alter.
Advise	To recommend a course of action; to counsel; to give advice to (not simply to tell or inform).
Analyse	To study the factors of a situation or problem in detail in order to determine the solution or outcome.
Analysis	The resolution or breaking up of factors/tasks/data into their various simple elements.
Anticipate	To foresee events, trends, consequence or problems.
Approve	To sanction officially; to ratify (thereby assuming responsibility).
Area	A School, Centre, The Faculties or University Division (e.g. Buildings and Grounds Division, Central Areas, Finance and Accounting Division, Secretary's Division). See also: Local Work Area
Assist	To lend aid; to help; to give support to.
Collaborate	To work with and act jointly with others.
Communication skills	Thoughts and information are expressed clearly, concisely with the choice of words adjusted to meet the needs of others. Careful listening ensures a mutual understanding of the information exchanged. Written work is accurate, logical, concise and expressed in a way which others can easily follow.
Complex	Intricate, complicated; consisting of a number of inter-related steps requiring analysis and/or judgement.
Conceptualise	To form ideas or notions which give rise to options, solutions or improved methods or understanding.
Consult	To confer with; to seek the advice, views or ideas of others.
Contact	To communicate with.
Coordinate	To bring into common action; to harmonise; to integrate.
Delegate (verb)	To assign or entrust to another tasks, duties or responsibilities whilst retaining ultimate accountability and responsibility.
Demonstrate	To illustrate and explain, especially with examples.
Design	To create a plan or scheme.
Develop	To initiate, elaborate or expand a plan, program or course of action.
Devise	To plan or invent a way of doing something or an alternative way of doing something.
Diagnose	To ascertain the condition of; to identify an error or malfunction.
Distribute	To apportion or deal out as in distributing literature or mail.
Draft	To write or compose papers or documents in rough, preliminary or final form, usually for clearance and approval by others.
Establish	To set up; to institute; to place on a firm basis.

Evaluate	To appraise; to assess the value of.
Expert	A person having particular skill(s), experience and in-depth knowledge.
Facilitate	To make easy or less difficult (usually by doing something to advance the accomplishment of some objective).
Formulate	To develop or devise a statement of policy, a method or a procedure.
Implement	To carry out a task, plan or program.
Independence	The extent to which a staff member is allowed or encouraged to work without supervision or direction.
Initiate	To begin a process; set going; originate.
Innovate	To exercise creativity in introducing something new or in making changes.
Interaction	Action or behaviour that influences and responds to that of another or others.
Judgement	The ability to make sound decisions, recognising the consequences of decisions taken or actions performed.
Leadership	The ability to create a cohesive, cooperative and equitable work group which effectively achieves the objectives of the work area. Leadership implies the continual development of staff and giving and receiving constructive feedback on a regular basis.
Liaise	To maintain contact with; to act as intermediary between parties.
Local work area	A Centre, Unit, Office, Department or Program.
Maintain	To keep possession of; to hold or keep in an appropriate condition; to keep up to date or current.
Manage	To take responsibility for; to control.
Modify	To make changes to.
Monitor	To watch, check, keep track of or record progress of.
Negotiate	To communicate or confer with others for the purpose of arranging some matter by mutual agreement; to have discussions with a view to some compromise or settlement.
Operate	To conduct or perform an activity.
Participate	To take part in.
Perform	To carry out or execute some action.
Policies/Codes/ Standards	The written determinations, guidelines, procedures or accepted practice which govern actions.
Prepare	To make ready for a particular purpose.
Problem solving	The process of defining and selecting the appropriate course or courses of action in order to resolve problems or difficulties, or seek out most desirable or workable outcomes; may involve innovation.
Process	To handle in accordance with prescribed procedures.
Proficient	Having a demonstrated ability to perform relevant tasks competently.

Recommend	To propose a course of action for decision or approval.
Record	To register; to set down in writing.
Represent	To act in the place of, or on behalf of.
Report	To give an account of; to furnish information or data.
Research	The systematic investigation into and study of materials or sources to establish facts, collate information and make recommendations when appropriate.
Review	To re-examine, to re-assess, to re-evaluate.
Revise	To rework in order to correct or improve; to make a new, improved or up to date version of.
Routine	Standard or regular way of working usually within established processes, methods and guidelines.
Straight-forward	Presenting no complications.
Strategic planning	To plan and develop proposals to achieve organisational goals and objectives.
Strategic support	Support critical to achievement of an objective.
Supervise	To take leadership and responsibility for the direction and performance of staff and work in a designated work area.
Supervisor	The staff member designated by the University to supervise the work and performance of employees as human resources; may have responsibility for non-human resources.
Understand	To grasp the meaning of; to have knowledge of or technical acquaintance with
University level of influence	School or Faculty where the activity has a major influence; or the influence is on a major area of the University; or there is a significant influence University-wide.
Utilise	To make use of.
Verify	To prove to be true or accurate; to confirm or substantiate.

S5.3 Secondary Descriptors

Administration Secondary Descriptors

ANUO 2-3 (Admin)

Training level or qualifications:	ANU Officer Levels 2 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband, subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO4 (Admin)

Training level or qualifications:	Year 12 and extensive relevant work experience or equivalent combination of experience and training.
Level of supervision:	General direction. May supervise other staff.
Task level:	Interpret local policies and rules. Apply increased skills to varied range of functions. Greater independence of action than at ANUO3 level. Complexity of functions performed by stores positions may be greater due to imprest function.
Organisational knowledge:	Proficient in processes. Broad knowledge of related functions elsewhere and other areas' operations which interact with the process used or on outcomes.
Judgement, independence and problem solving:	Through application of experience and precedents solve problems related to own work at local level only. Stores positions require expertise in stores procedures and provide advice at that level.

ANUO5 (Admin)

Training level or qualifications:	Degree or Year 12 and extensive relevant work experience OR equivalent combination of experience and training.
Level of supervision:	General direction. May supervise, or delegate some tasks to other staff. Stores positions will have supervisory responsibility.
Task level:	Provision of preliminary advice on the application of University policies and procedures OR requires expertise in some area. Apply procedures and techniques to achieve objectives. Imprest function at University-wide level for stores positions.
Organisational knowledge:	Proficient in processes and procedures. Sound knowledge of related functions elsewhere within the University and their interaction with the local area's operation. Stores positions require extensive knowledge of stores environment.
Judgement, independence and problem solving:	Make decisions based on experience and expertise. Provide advice at that level. Planning and coordinating work may be required. Stores positions require expertise in stores procedures and provide advice at that level.

ANUO6/7 (Admin)

ANU Officer Levels 6 and 7 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a higher level, and that more time will be spent on the more complex functions of the position.

Training level or qualifications:	Degree with relevant experience or extensive experience in administrative field or an equivalent combination of extensive relevant experience and education/training.
Level of supervision:	Broad direction relating to work methods and practices. May have supervisory responsibility for administrative or cross stream staff.
Task level:	Using acquired experience and skills undertake and manage work assignments, guided by policy, precedents and/or standards. Modify and define procedures with the effect confined to local work area (e.g. Business Manager's Office).
Organisational knowledge:	Adapt administrative processes used elsewhere within University to own area of work. Possess working knowledge of related administrative functions external to own organisational unit (e.g. Faculty).
Judgement, independence and problem solving:	Discretion to innovate within own functions and take responsibility for outcomes. Develop and test procedures and/or systems. Plan and develop proposals for use of resources (e.g. Business Manager's Office).

ANUO8 (Admin)

Training level or qualifications:	Progress towards postgraduate qualifications and relevant experience* or an equivalent combination of experience and education/training. * Note: as a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or supervisory responsibility for administrative and/or cross-stream staff.
Task level:	Responsible for management of an area of work. Conceptualise, develop and review for consideration by more senior officers major administrative policies at University level or significant high level creative, planning and management functions.
Organisational knowledge:	Make recommendations on policy. Develop and/or implement programs/projects involving major change which may impact on other areas' operations.
Judgement, independence and problem solving:	Responsible for program/project development and implementation. Provide strategic administrative support and advice to one or more of the following: University Divisions, Schools, The Faculties, Centres or Activities. Such support requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.

ANUO9/10 OR SM1 (Admin)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree of autonomy, and that more time will be spent on the more complex functions of the position.

Entry into ANUO 10 or SM Step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with clause 24 (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM Step 2 of this broadbanded level subject to meeting the higher level criteria in the above paragraph.

Training level or qualifications:	Postgraduate qualifications and relevant experience or an equivalent combination of experience and education/training. Extensive management experience and proven management expertise.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will manage other administrative and cross stream staff.
Task level:	Responsible for management of an area of work. Conceptualise, develop and review for consideration by more senior officers major administrative policies at University level or significant high level creative, planning and management functions.
Organisational knowledge:	Initiate and develop new policies and review major policies, objectives and strategies. Responsible for programs involving major change which may impact on other areas of the University.
Judgement, independence and problem solving:	Responsible for program/project development and implementation. Provide strategic administrative support and advice to one or more of the following: University Divisions, Schools, The Faculties, Centres or Activities. Such support requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.

Cleaner Secondary Descriptors

ANUO2 (Clean)

Training level or qualifications:	Requires skills and knowledge relevant to duties performed or Year 12 or equivalent combination of experience and training.
Level of supervision:	Routine but close if task less than straightforward.
Task level:	On occasion performs tasks which are not straightforward.
Organisational knowledge:	Broad knowledge of work area including functions plus location and availability of related areas.
Judgement, independence and problem solving:	Solve simple problems using precedents. Choose from limited range of alternatives.

ANUO3 (Clean)

Training level or qualifications:	Year 12 and some relevant work experience or equivalent combination of experience and training.
Level of supervision:	General direction. Will supervise other staff.
Task level:	Some complexity. Apply skills over range of duties. May assist more senior staff with specific organisational tasks associated with the nature of work.
Organisational knowledge:	Knowledge of processes. School or Centre-wide knowledge. Some knowledge of related functions elsewhere.
Judgement, independence and problem solving:	Assessment of best approach to given task.

Engineer Secondary Descriptors

ANU05/6 (Eng)

ANU Officer Levels 5 and 6 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants will have a deeper understanding, and a more independent application of, engineering theory, processes and techniques, and a consequent increase in the complexity of the functions performed.

Training level or qualifications:	Relevant Degree OR qualifications acceptable for Graduate membership of Engineers Australia.
Level of supervision:	Routine supervision to general direction. May be required to supervise cross-stream staff.
Task level:	Apply engineering knowledge, principles and techniques in a straightforward way.
Organisational knowledge:	Tasks/assignments which require proficiency in work area's rules, regulations, processes and techniques and know how they interact with other functions.
Judgement, independence and problem solving:	Solve engineering problems through standard application of principles and techniques at degree level.

ANU07 (Eng)

Training level or qualifications:	Degree plus relevant experience* and qualifications acceptable for Corporate membership as a Member of Engineers Australia. * Note: As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction but closer supervision on more complex engineering activities. May manage other administrative, technical and/or professional staff.
Task level:	Apply engineering knowledge and skills to the research/teaching program, or at University level.
Organisational knowledge:	Detailed knowledge of relevant research teaching or site implications and relevant external engineering activities.
Judgement, independence and problem solving:	Take responsibility for own work outcomes. Design, develop and test complex equipment, systems and procedures. Diagnose problems on sophisticated equipment. Devise ways in which a specific body of knowledge is applied to solve complex problems. Adapt procedures and use theoretical principles in modifying and adapting techniques. May have impact beyond the immediate work area.

ANU08 (Eng)

Training level or qualifications:	Eligibility for Corporate membership of Engineers Australia plus extensive relevant experience* OR eligibility for Corporate membership of Engineers Australia plus postgraduate qualifications and relevant experience. * Note: As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction, working with a degree of autonomy. May manage administrative, technical and/or professional staff.
Task level:	Innovative and may contribute to research and/or planning and policy development. Independently apply engineering knowledge and skills to a particular area of engineering and assess implications.
Organisational knowledge:	Devises and/or contributes to design of projects/programs involving major change, the results of which may impact on other areas' operations.

Judgement, independence and problem solving:	Contribute to project/program design, development and implementation.
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ANUO9/10 and SM1 Step 1 and 2 (Eng)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree of autonomy, and that more time will be spent on the more complex functions of the position.

ANUO9/SM1 Step 1 (Eng)

Training level or qualifications:	Eligibility for Corporate membership of Engineers Australia plus extensive relevant experience* OR eligibility for Corporate membership of Engineers Australia plus postgraduate qualifications and relevant experience. * Note: As a guide, experience in this context and at this level is likely to be 6 years.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will manage administrative and/or technical and professional staff.
Task level:	Demonstrated capacity to develop and review major projects in area of expertise. Innovative and may contribute to research and/or planning and policy development. Independently apply engineering knowledge and skills to a particular area of engineering and assess implications.
Organisational knowledge:	Responsible for development and implementation of project/program involving major change, the results of which may impact on other areas' operations. High level consultation.
Judgement, independence and problem solving:	Responsible for program development and implementation.

ANUO10/SM1 Step 2 (Eng)

Entry into ANUO10 or SM Step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with [clause 24](#) (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM Step 2 of this broadbanded level subject to meeting the criteria for ANUO10 or SM Step 2 below.

Training level or qualifications:	Postgraduate qualifications plus extensive relevant experience* acceptable for Corporate membership as a Senior Member of Engineers Australia. * Note: As a guide, experience in this context and at this level is likely to be 8 years.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will manage administrative and/or technical and professional staff.
Task level:	Tasks require the capacity and skills acquired through achievement in areas at the forefront of engineering practice plus management and accountability for major research and/or teaching projects or programs. Initiate and/or use high level theoretical and applied knowledge. Comprehensive knowledge of related projects/ programs and other relevant fields.
Organisational knowledge:	Multi-perspective understanding of the development, carriage and implementation of projects/ programs, and marketing of scientific developments required.
Judgement, independence and problem solving:	Fully responsible for achievement of significant objectives and projects/programs.

Grounds Secondary Descriptors

ANUO2 (Grounds)

Training level or qualifications:	No formal qualifications. Some previous experience which is relevant to one of the areas of work is essential.
Level of supervision:	Routine but close if task less than straightforward.
Task level:	Perform tasks within established procedures. May on occasion perform more complex tasks. Some botanical knowledge may be required.
Organisational knowledge:	Detailed knowledge of grounds and service locations.
Judgement, independence and problem solving:	Solve simple problems using precedents, established practices & procedures.

ANUO3 (Grounds)

Training level or qualifications:	Horticulture/Greenkeeping Certificate with some relevant work experience or an equivalent combination of education/training and relevant experience.
Level of supervision:	General direction. May supervise other staff.
Task level:	Some complexity. Some analysis of best way to undertake or complete tasks.
Organisational knowledge:	Knowledge of own work area processes and their inter-relations with processes of other related areas.
Judgement, independence and problem solving:	Judgement on which task should be done in order to complete work to deadline. Some diagnosis required.

ANUO4 (Grounds)

Training level or qualifications:	Horticulture/Greenkeeping Certificate plus relevant experience* OR an equivalent combination of education/training and extensive relevant experience. Supervisory experience. * As a guide, it is expected that experience in this context and at this level will be 4 years
Level of supervision:	General direction. Will supervise other staff.
Task level:	Will undertake planning or design functions related to University grounds and their maintenance. Apply skills to varied range of tasks.
Organisational knowledge:	Knowledge of own work area processes and their inter-relations with processes of other related areas. Perform work requiring proficiency with methods. Knowledge of objectives in order to coordinate gardening activities.
Judgement, independence and problem solving:	Diagnose and solve problems through application of experience, precedents, and theoretical knowledge.

Hospitality Secondary Descriptors

ANUO1/2 (Hospitality)

Training level or qualifications:	ANU Officer Levels 1 to 2 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO3 (Hospitality)

Training level or qualifications:	Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: completion of a trades certificate; or completion of Year 12, with relevant work experience; or equivalent relevant experience or combination of relevant experience and education/training. Trade Certificate OR equivalent combination of qualifications and experience.
Level of supervision:	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required General direction. May supervise other staff.
Task level:	Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task. Some complexity. Some analysis of best way to undertake or complete tasks.
Organisational knowledge:	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes. Knowledge of own work area trade processes and their inter-relations with processes of other related trade areas.
Judgement, independence and problem solving:	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures. Judgement on which task should be done in order to complete work to deadline.

ANUO4 (Hospitality)

Training level or qualifications	Year 12 and extensive relevant work experience or equivalent combination of relevant experience and training.
Level of supervision	General direction. Will supervise other staff.
Task level	Perform work requiring proficiency in the work area's regulations and processes. Greater independence of action than at ANUO 3 level. Apply skills to a varied range of tasks. These may be stock rotation, ordering and product knowledge.
Organisational knowledge	Proficient in the work area's processes and broad knowledge of related functions elsewhere.
Judgement, independence and problem solving	Through application of experience, solve problems at local level.

ANUO5 (Hospitality)

Training level or qualifications	Completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience or equivalent combination of relevant experience and training
Level of supervision	General direction. Will supervise other staff.
Task level	Apply broad knowledge and experience related to the field, including the development of areas of specialist expertise. Provide interpretation, advice and decisions on rules and entitlements.
Organisational knowledge	Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.
Judgement, independence and problem solving	Solve problems through application of training and experience. May apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide service.

ANUO6 (Hospitality)

Training level or qualifications	A degree with subsequent relevant experience or extensive experience and specialist expertise or equivalent combination of relevant experience and training
Level of supervision	Broad direction. Will have extensive supervisory and line management responsibility
Task level	Have a depth or breadth of expertise developed through extensive relevant experience and application. Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected.
Organisational knowledge	Perform duties which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
Judgement, independence and problem solving	Discretion to innovate within own function and take responsibility for outcomes; undertake planning involving resources use; and analyse, develop and report on financial, policy and planning issues.

ANUO7 (Hospitality)

Training level or qualifications	A degree with at least 4 years subsequent relevant experience or extensive experience and management expertise in a related field or equivalent combination of relevant experience and training
Level of supervision	Broad direction. Will manage other staff from various streams.
Task level	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. May be a recognised authority in a specialised area.
Organisational knowledge	Detailed knowledge of policies and legislation, and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving	Independently relate existing policy and legislation to work assignments; rethink the way a specific body of knowledge is applied in order to solve problems; adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques to achieve objectives. .
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ANUO 8 (Hospitality)

Training level or qualifications	Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or extensive experience and management expertise, or an equivalent combination of relevant experience and/or education/training.
Level of supervision	Broad direction, working with a degree of autonomy. Management responsibility for a complex set of functions and significant resources and manage staff including other staff from various streams.
Task level	Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Organisational knowledge	Make policy recommendations to others and implement programs involving major change which may impact on other areas of the institution's operations.
Judgement, independence and problem solving	Responsible for program development and implementation. Provide strategic advice and achieve objectives operating within complex organisation structures.

ANUO9/10 and SM1 Step 1 and 2 (Hospitality)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree of autonomy, and that more time will be spent on the more complex functions of the position.

ANUO9/SM1 Step 1 (Hospitality)

Training level or qualifications	Postgraduate qualifications and extensive relevant experience, or extensive management experience and proven management expertise, or an equivalent combination of relevant experience and/or education/training.
Level of supervision	Broad direction, working with a considerable degree of autonomy. Management responsibility for a major functional area and manage staff including other staff from various streams.
Task level	Demonstrated capacity to conceptualise, develop and review major policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.
Organisational knowledge	Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations
Judgement, independence and problem solving	Responsible for significant program development and implementation. Provide strategic advice at the corporate level requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

ANUO10/SM1 Step 2 (Hospitality)

Entry into ANUO10 or SM Step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with clause 24 (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM Step 2 of this broadbanded level subject to meeting the criteria for ANUO10 or SM Step 2 below.

Training level or qualifications	Postgraduate qualifications and extensive relevant experience and proven management expertise in the management of significant human and material resources or an equivalent combination of relevant experience and/or education/training.
Level of supervision	Broad direction, operating with a high degree of autonomy. Substantial management responsibility for diverse activities and/or staff (including technical and/or professional staff).
Task level	Complex, significant and high level creative planning, program and managerial functions with clear accountability for the performance of a unit of function. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge for the management of the area.
Organisational knowledge	Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands. Be fully responsible for the achievement of significant organisational objectives and programs.
Judgement, independence and problem solving	Be fully responsible for the achievement of significant organisational objectives and programs.

Information Technology Secondary Descriptors

Information Technology includes the associated systems analysis, systems design, programming and specialist activities. It also includes the direction, control, management and coordination of this work.

Systems analysis is the examination of problems and procedures, or the determination of requirements, for the collection, collation and evaluation of information about an organisation, activity or process, and the specification of objectives which a computer system is required to achieve.

Systems design is the devising of combinations of procedures and processes for data handling which can be effectively integrated in a computer system to achieve the objectives specified by systems analysis.

Information Technology Support involves any or all of:

- (a) the design and implementation of systems interconnected components to produce a productive IT environment;
- (b) problem diagnosis and solution in a complex IT environment; and
- (c) installation and adaptation of a complex IT environment to achieve chosen goals.

ANUO2-3 (IT)

Training level or qualifications:	ANU Officer Levels 2 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO4 (IT)

Training level or qualifications:	Associate Diploma OR Year 12 and extensive relevant work experience OR an equivalent combination of relevant experience and training.
Level of supervision:	General direction. May supervise other staff.
Task level:	Apply skills to varied range of computing tasks. These may be limited programming, design or IT support functions.
Organisational knowledge:	Proficient in the area's Information Technology processes and techniques and how they inter-relate with other related areas.
Judgement, independence and problem solving:	Apply techniques to a range of Information Technology tasks.

ANUO5/6 (IT)

ANU Officer Levels 5 and 6 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a higher level, and that more time will be spent on the more complex functions of the position.

Training level or qualifications:	Degree OR an equivalent combination of relevant experience and training.
Level of supervision:	General direction. May supervise other staff.
Task level:	Tasks requiring application of theoretical knowledge obtained through tertiary study or work experience.
Organisational knowledge:	Proficient in the area's Information Technology processes and techniques and how they inter-relate with other related areas.
Judgement, independence and problem solving:	Apply theoretical knowledge to solve straightforward computing problems.

ANUO7 (IT)

Training level or qualifications:	Degree plus relevant experience* or equivalent combination of relevant experience and education/training. * As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction. May manage other administrative, technical and/or professional staff.
Task level:	Rethink the way a specific body of Information Technology knowledge is applied to solve problems. May be a recognised authority in a particular Information Technology field or developing specialisation.
Organisational knowledge:	Detailed knowledge of academic and/or administrative systems and their inter-relationship with other Information Technology and programming applications and/or detailed knowledge of resources for support, and of the support structures of the ANU.
Judgement, independence and problem solving:	Relate University policy to work assignments.

ANUO8 (IT)

Training level or qualifications:	Progress towards Postgraduate qualifications and extensive relevant experience* or an equivalent combination of experience and education/training. * As a guide, experience in this context and at this level is likely to be 3 years.
Level of supervision:	Broad direction, working with a degree of autonomy. Will probably manage other administrative, technical and/or professional staff.
Task level:	Develop new methods of using specific body of Information Technology knowledge. May involve integration with other bodies of knowledge. Probably recognised authority in their particular specialisation.
Organisational knowledge:	Knowledge of University policy which may impact on the area's operations and/or provide a protection within the University environment for other or all areas of the University. Implement academic and administrative systems.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic Information Technology support and advice to other areas of the University.

ANUO9/10 and SM1 Step 1 and 2 (IT)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree of autonomy, and that more time will be spent on the more complex functions of the position.

ANUO9/SM1 Step 1 (IT)

Training level or qualifications:	Postgraduate qualification and relevant experience* plus management experience and expertise or an equivalent combination of experience and education/training. * As a guide, experience in this context and at this level is likely to be 6 years.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will manage other administrative, technical and/or professional staff.
Task level:	Conceptualise, develop and review major administrative policies at University level. Responsible for management and resources of an area of work.
Organisational knowledge:	Initiate and develop new policies and review major policy objectives and strategies. Recommends on and responsible for implementation of programs involving major change which may impact on other areas of the University.

Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to other areas of the University requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
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ANUO10/SM1 Step 2 (IT)

Entry into ANUO10 or SM Step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with clause 24 (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM Step 2 of this broadbanded level subject to meeting the criteria for ANUO10 or SM Step 2 below.

Training level or qualifications:	Postgraduate qualifications and relevant experience* plus management experience and proven management expertise or an equivalent combination of experience and education/training. * As a guide, experience in this context and at this level is likely to be 8 years.
Level of supervision:	Broad direction, operating with a high overall degree of autonomy. Will manage other administrative, technical and/or professional staff.
Task level:	Conceptualise, develop and review major administrative policies at University level. Responsible for management of a complex area of work. Accountable for program performance. Comprehensive knowledge of related programs.
Organisational knowledge:	Devise new ways of adapting strategies to meet new internal and external demands.
Judgement, independence and problem solving:	Full responsibility for achieving significant objectives and programs.

Library Secondary Descriptors

ANUO4 (Library)

Training level or qualifications:	Associate Diploma in Library Studies or a Library Technician Certificate or an equivalent combination of relevant training and extensive relevant experience.
Level of supervision:	Initially routine supervision, moving to general direction depending on experience and the complexity of tasks. May supervise and coordinate others. May undertake stand alone work.
Task level:	Work is of a library nature and requires only a limited knowledge of library functions and relationships between areas. May undertake limited creative, planning or design functions. Apply skills to varied range of different tasks. Proficiency in rules, regulations and procedures which apply to own work.
Organisational knowledge:	Work performed requires knowledge of the functions, processes and rules of one work area, and its inter-relationship with other areas.
Judgement, independence and problem solving:	Some interpretation of procedures and application of judgement, which will vary depending on the location of the position.

ANUO5/6 (Library)

For incremental advancement or appointment to the higher levels of the ANUO 5/6 Library broadband, occupants will have developed a full understanding of the local work area functions and a sound knowledge of activities in university libraries.

This is expected to result in more independent application of library methods and procedures, with more time spent on the more complex functions of the position, and demonstrated initiative in relation to the work.

Training level or qualifications:	Degree in librarianship or Graduate Diploma in Librarianship or equivalent or Associate Diploma in library studies and relevant experience*. * As a guide, it is expected that experience in this context and at this level will be at least 2 years.
Level of supervision:	May supervise and co-ordinate others. Routine supervision to general direction for qualified Librarian positions.
Task level:	Application of technical knowledge, or for Librarians professional knowledge followed by development of skills and expertise. Provide advice on procedures, policies and services as required.
Organisational knowledge:	Familiarity with library procedures, policies and services. Proficiency in work areas rules, processes and techniques.
Judgement, independence and problem solving:	May apply expertise and/or make decisions within framework of established methods and procedures.

ANUO7 (Library)

Training level or qualifications:	Librarianship degree or Graduate Diploma with library experience* including some management experience. Eligibility for membership of a relevant professional association. * As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction related to Divisional policy and planning objectives. May be expected to supervise. Supervision may include qualified Library staff.
Task level:	Design work flows. In depth knowledge of library functions and their inter-relationship is required and applied. May be recognised authority in a library activity or activities in particular subject area. Required to modify, develop and implement services.

Organisational knowledge:	Detailed knowledge of area activities as related to and applied from own work area and the inter-relationship between these activities and other University policies, objectives, and activities.
Judgement, independence and problem solving:	Detailed knowledge of area activities as related to and applied from own work area and the inter-relationship between these activities and other University policies, objectives, and activities.

ANUO8 (Library)

Training level or qualifications:	Degree in Librarianship or Graduate Diploma with relevant experience* and substantial management experience. Eligibility for membership of a relevant professional association. * As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction related to Divisional policy, objectives and planning, working with a degree of autonomy. Depending on the area may be expected to manage a large number of staff.
Task level:	Work assignments guided by Library standards and technical expertise or particular requirements. Will be a recognised authority in a particular library activity. Will implement the integration of Library and/or University policy. Demonstrated capacity to conceptualise, develop and review relevant policies at Library level. Full grasp of University needs in order to provide strategic support and advice to the Library and its users.
Organisational knowledge:	Recommend and implement policies and programs involving major change which may impact on other areas of the University.
Judgement, independence and problem solving:	Contribute to program development and be responsible for its implementation. Provide strategic support and advice to the Library requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.

ANUO9/10 and SM1 Step 1 and 2 (Library)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree of autonomy, and that more time will be spent on the more complex functions of the position.

ANUO9/SM1 Step 1 (Library)

Training level or qualifications:	Degree in Librarianship, or Graduate Diploma with relevant experience* plus eligibility for membership of a relevant professional association together with extensive library and management experience and proven management expertise. * As a guide, experience in this context and at this level is likely to be 6 years.
Level of supervision:	Broad direction subject to the requirements of senior management only, working with a considerable degree of autonomy. Will manage staff in a high level specialist service or section.
Task level:	Work assignments guided by library standards and technical expertise or particular requirements, University needs and national trends. Participate in the formulation of Library policy at University level with senior staff. May involve establishment and maintenance of contact with a wide range of commercial and professional organisations. Will be a primary resource for advice on particular activities at University level. Will coordinate the integration of policies. Demonstrated capacity to conceptualise, develop and

	review policies at Library and/or University level. Recommends on allocation of Library resources.
Organisational knowledge:	Initiate and develop policies and programs involving major change which may impact on other areas of the University. Extensive and/ or in depth knowledge of local and national library, University and higher education industry policies/trends will be required for achievement of particular Library objectives.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to the Library requiring integration of a range of University policies and external requirements, an ability to achieve objectives, operating within complex organisational structures.

ANUO10/SM1 Step 2 (Library)

Entry into ANUO 10 or SM step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with [clause 24](#) (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM step 2 of this broadbanded level subject to meeting the criteria for ANUO10 or SM step 2 below.

Training level or qualifications:	Degree in Librarianship, or Graduate Diploma, with relevant experience* together with proven expertise in the management of significant human and material resources. Eligibility for membership of a relevant professional association. * As a guide, it is expected that experience in this context and at this level will be at least 8 years.
Level of supervision:	Broad direction subject to the requirements of senior management only, operating with a high overall degree of autonomy. Will manage staff in a high level specialist service or section.
Task level:	Conceptualise, develop, review and negotiate policies at library and University level. Responsible for management of complex area of work. Accountability for program performance. Recommends to senior management on the allocation of significant library resources. Generate and use a high level of theoretical and applied knowledge.
Organisational knowledge:	Devise new ways of adapting strategies to meet new internal and external demands.
Judgement, independence and problem solving:	Full responsibility for achievement of significant objectives and programs.

Maintenance Secondary Descriptors

ANUO 2 (Maint)

Training level or qualifications:	It is expected that occupants will have the knowledge, skills and experience reflected in the Primary descriptors for Level 2.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO 3 (Maint)

Training level or qualifications:	Trade Certificate or equivalent.
Level of supervision:	General direction. May supervise non-trades staff.
Task level:	Some complexity. Some analysis of best way to undertake or complete tasks.
Organisational knowledge:	Knowledge of own work area trade processes and their inter-relations with processes of other related trade areas.
Judgement, independence and problem solving:	Judgement on which task should be done in order to complete work to deadline.

ANUO 4 (Maint)

Training level or qualifications:	Completion of trade certificate or certificate III and relevant experience. Appropriate trade licence.
Level of supervision:	General direction. May supervise other staff.
Task level:	May undertake limited planning or design functions. Apply skills to varied range of tasks.
Organisational knowledge:	Knowledge of own work area trade processes and their inter-relations with processes of other related trade areas. Perform work requiring proficiency with methods. Knowledge and understanding of cross-trade functions. May coordinate cross-trade functions.
Judgement, independence and problem solving:	Diagnose and solve problems through application of experience, precedents and/or theoretical knowledge.

ANUO 5 (Maint)

Training level or qualifications:	Completion of post-trade certificate or advanced certificate plus extensive relevant experience*. Appropriate trade licence. Supervisory experience may be required. For internal candidates only an equivalent combination of relevant experience and/or education/training. Appropriate trade licence. * As a guide, it is expected that experience in this context and at this level will be 2 or more years.
Level of supervision:	Limited direction. May supervise other staff or may delegate some tasks to other staff.
Task level:	Apply trade skills/knowledge to varied range of tasks at advanced level. . Apply broad knowledge and experience related to the field of work, including areas of expertise.
Organisational knowledge:	Knowledge of own work area processes and their inter-relations with processes of other related areas. Perform work requiring proficiency with methods. Knowledge and understanding of cross-trade functions. May coordinate cross-trade functions.
Judgement, independence and problem solving:	Diagnose and solve complex problems through application of experience, precedents and/or theoretical knowledge.

ANUO 6 (Maint)

Training level or qualifications	<p>Completion of post-trade certificate or advanced certificate plus extensive relevant experience**. Appropriate trade licence.</p> <p>In a non 'trade-essential' role: A degree with subsequent relevant experience* OR Advanced Diploma plus extensive experience** OR extensive experience and specialist expertise, including some supervisory experience. OR an equivalent combination of relevant experience and/or education/training</p> <p>* As a guide, it is expected that experience in this context and at this level will be at least 1 year.</p> <p>** As a guide, it is expected that experience in this context and at this level will be 3 or more years.</p>
Level of supervision	Broad direction. May have extensive supervisory and line management responsibility OR undertake standalone work in a lead project or function role
Task level	Have a depth or breadth of expertise developed through extensive relevant experience and application. Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy with the effect confined to the local work area or zone. May lead a team of maintenance staff performing a trade function OR lead responsibility for a special project or advanced trade function
Organisational knowledge	Knowledge of own work area processes and their inter-relations with processes of other related areas. Perform work requiring proficiency with existing rules and regulations, methods and techniques . Knowledge and understanding of cross-trade functions. May coordinate cross-trade functions.
Judgement, independence and problem solving	Diagnose and solve complex problems through application of experience, precedents and/or theoretical knowledge. Discretion to innovate within own function and take responsibility for outcomes; undertake planning involving resources use; and analyse, develop and report on financial, policy and planning issues.

ANU07 (Maint)

Training level or qualifications	A degree with at least 4 years subsequent relevant experience OR Advanced Diploma plus extensive experience or extensive experience and management expertise in a related field or equivalent combination of relevant experience and training
Level of supervision	Broad direction. May manage other staff from various streams.
Task level	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. May be a recognised authority in a specialised area.
Organisational knowledge	Detailed knowledge of policies and legislation, and the interrelationships between a range of policies and activities.
Judgement, independence and problem solving	Independently relate existing policy and legislation to work assignments; rethink the way a specific body of knowledge is applied in order to solve problems; adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques to achieve objectives. May have impact beyond the immediate work area or zone.

Note: ANU Officer at or above these senior levels, in the Maintenance Stream, may also be represented by Technical, Specialist or Engineering classification streams with progression to these alternate streams at higher levels.

Printing Secondary Descriptors

ANUO2-3 (Print)

Training level or qualifications:	ANU Officer Levels 2 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO4 (Print)

Training level or qualifications:	Associate Diploma or Year 12 and relevant experience* or a combination of experience and training. * As a guide, it is expected that experience in this context and at this level will be 6 years.
Level of supervision:	Routine supervision to general direction. Supervision of other staff may be required.
Task level:	May undertake limited creative, planning or design functions. Apply skills to varied range of printing tasks.
Organisational knowledge:	Knowledge of printing area processes and their connection with other related areas on campus. Perform work requiring proficiency with methods and techniques.
Judgement, independence and problem solving:	Apply theory and techniques to printing tasks. Solve problems.

Research Secondary Descriptors

ANUO4 (Research)

Training level or qualifications:	HSC and/or relevant research experience or progress towards a degree.
Level of supervision:	General direction.
Task level:	Apply research skills to varied range of different tasks.
Organisational knowledge:	Knowledge of research processes in own area, other related research areas, and research resources.
Judgement, independence and problem solving:	Application of skills only. Minor decisions related to process only.

ANUO5/6 (Research)

ANU Officer Levels 5 and 6 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants will have a deeper understanding, and a more independent application, of the research theory and techniques.

Training level or qualifications:	Completion of a degree without subsequent relevant work experience or an equivalent combination of relevant experience and/or education and training.
Level of supervision:	General direction.
Task level:	Apply research knowledge in the discipline(s) to the research program(s).
Organisational knowledge:	Familiarity with research processes in own area, other related research areas, and research resources.
Judgement, independence and problem solving:	Solve problems through standard application of theory and techniques at degree level.

ANUO7 (Research)

Training level or qualifications:	Degree and relevant experience at ANUO 6 Level or equivalent*. * As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction. May have supervisory/management responsibility.
Task level:	Independently relate existing research to the particular research area and assess implications.
Organisational knowledge:	Adapt research processes to own area. Detailed knowledge of related research.
Judgement, independence and problem solving:	Analyse and report on data and experiments. Vary or modify process and/or rethink the application of specific bodies of knowledge in order to solve problems and achieve research objectives.

ANUO8 (Research)

Training level or qualifications:	Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience or, for internal progression, degree and relevant experience at ANUO 7 level*. * As a guide, experience in this context and at this level is likely to be 3 years.
Level of supervision:	Broad direction, working with a degree of autonomy. May have supervisory responsibility for cross stream staff.
Task level:	High and consistent record of intellectual input and achievement in research.
Organisational knowledge:	Contribute to advancement of research objectives through in-depth knowledge of related national and international research programs and scientific advances in related areas.

Judgement, independence and problem solving:	Influence research direction. Contribute independently. Advise on and develop new strategies for the support and implementation of research programs.
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ANUO9/10 and SM1 Step 1 and 2 (Research)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree of autonomy, and that more time will be spent on the more complex functions of the position.

ANUO9/SM1 Step 1 (Research)

Training level or qualifications:	Postgraduate qualifications and extensive relevant experience. Internal progression to this level will be considered on the basis of development above the ANUO 8 requirements plus the remaining criteria for this level.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Normally will have some supervisory responsibility.
Task level:	High and consistent record of intellectual input and achievement in research. Will be developing new approaches in the use of specific research knowledge.
Organisational knowledge:	Contribute to advancement of research objectives through in-depth knowledge of related national and international research programs and scientific advances in related areas.
Judgement, independence and problem solving:	Advise on and develop new and complex strategies for the support and implementation of research programs. Influence research direction. Develop own area of independent research.

ANUO10/SM1 Step 2 (Research)

Entry into ANUO10 or SM step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with [clause 24](#) (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM1 step 2 of this broadbanded level subject to meeting the criteria for ANUO10 or SM1 step 2 below.

Training level or qualifications:	Postgraduate qualifications and extensive relevant experience. Proven expertise in the management of significant human and material resources, or an equivalent combination of relevant experience and/or education/training.
Level of supervision:	Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).
Task level:	High level consistent record of intellectual input on complex matters and achievement in research. Generate new approaches in the use of specific research knowledge using a high level of theoretical and applied knowledge.
Organisational knowledge:	Bring a multiperspective understanding to the development, carriage and implementation of research objectives through in-depth knowledge of related national and international research programs and scientific advances in related areas.
Judgement, independence and problem solving:	Be fully responsible for the development of new and complex strategies for the support and implementation of research programs. Significant influence on research direction. Maintain own area of independent research.

Security Secondary Descriptors

ANUO3 (Security)

Training level or qualifications:	Completion of Year 12 plus relevant work experience or equivalent relevant experience or a combination of relevant experience and training.
Level of supervision:	Routine supervision, moving to general direction with experience.
Task level:	Apply knowledge gained from experience and rules/regulations governing the work. Assessment of best approach to tasks normally required.
Organisational knowledge:	Knowledge of work processes and detailed knowledge of University campus.
Judgement, independence and problem solving:	Ability to exercise judgement in relation to work and to work within timelines and standard practices and procedures.

ANUO4 (Security)

Training level or qualifications:	Possession of a current security licence and extensive relevant work experience or equivalent combination of experience and training.
Level of supervision:	General direction. Will supervise other security/cleaning staff.
Task level:	Interpret local policies and rules. Apply increased skills to varied range of functions.
Organisational knowledge:	Proficient in processes. Broad knowledge of work processes and detailed knowledge of University campus. Knowledge of related functions elsewhere and other areas' operations (particularly Facilities and Services), which interact with the processes used or on outcomes.
Judgement, independence and problem solving:	Through application of experience and precedents solve problems related to own work at local level only.

Technical Secondary Descriptors

ANUO2-3 (Tech)

Training level or qualifications:	ANU Officer Levels 2 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO4/5 (Tech)

ANU Officer Levels 4 and 5 are broadbanded in this stream. It is expected that at the higher levels within the ANU Officer 4/5 broadband occupants will have a deeper understanding, and a more independent application, of the technical methods and procedures used, and a consequent increase in the complexity of the functions performed.

Training level or qualifications:	Associate Diploma or equivalent combination of relevant experience and education/training.
Level of supervision:	Routine supervision to general direction. Supervision of other staff may be required, including technical supervision of students in teaching laboratories and/or on field work.
Task level:	<p>May undertake limited creative, planning or design functions. This may include the use and/or manipulation of various computer software applications. Apply skills to varied range of tasks. Perform work requiring proficiency with methods and techniques.</p> <p>May provide support to a teaching program, for example set up laboratories, field equipment, and ensure appropriate teaching materials are available.</p> <p>May assist in the delivery of a teaching program, for example demonstrate experiments, techniques and methods and the use of equipment.</p>
Organisational knowledge:	Knowledge of own work area technical processes and their relationship with technical processes of other related areas.
Judgement, independence and problem solving:	Research and apply theoretical knowledge and techniques to a range of procedures and tasks.

ANUO6 (Tech)

Training level or qualifications:	<p>Degree with relevant experience* or broad technical knowledge or equivalent combination of experience** and education/training.</p> <p>Notes:</p> <p>* As a guide, experience in this context and at this level is likely to be 2 years.</p> <p>** As a guide, experience in this context and at this level is likely to be 4 years.</p>
Level of supervision:	Broad direction. May have extensive supervisory and line management responsibility, including technical supervision of students in teaching laboratories and/or on field work.
Task level:	<p>Perform work assignments with technical expertise within established standards. Some ingenuity in design and/or the application of techniques to own work is required. This may include the use and/or manipulation of various computer software applications. Development associated with method and techniques.</p> <p>May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework.</p>

	May participate in the delivery of a teaching program.
Organisational knowledge:	Some understanding of procedures and techniques being applied elsewhere which may be adaptable/applicable to own work.
Judgement, independence and problem solving:	Research, design, develop and test complex techniques and/or equipment. Diagnose problems on sophisticated equipment and systems. Analyse and report on data and experiments.

ANUO7 (Tech)

Training level or qualifications:	Degree with relevant experience* or extensive technical management expertise or equivalent combination of relevant experience and education/training. Management expertise and extensive technical experience. * Note: As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction. May manage other administrative and/or technical staff, including technical supervision of students in teaching laboratories and/or on field work.
Task level:	Perform work assignments with technical expertise. Ingenuity required when performing own work. This may include the use and/or manipulation of various computer software applications. Apply body of knowledge to solve technical, research and/or teaching problems. May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework. May participate in the delivery of a teaching program.
Organisational knowledge:	Detailed knowledge of all relevant administrative and technical policies and procedures, including inter-action with other areas.
Judgement, independence and problem solving:	Diagnose problems on sophisticated equipment. Research ways in which a specific body of knowledge can be applied to solve complex problems. Adapt procedures and use theoretical principles in modifying and adapting techniques. May have impact beyond the immediate work area.

ANUO8 (Tech)

Training level or qualifications:	Progress towards or Postgraduate qualifications plus extensive experience* or extensive experience** and technical management expertise or equivalent combination of relevant experience and education/training. Notes * As a guide, experience in this context and at this level is likely to be 4 years. ** As a guide, experience in this context and at this level is likely to be more than 6 years.
Level of supervision:	Broad direction, working with a degree of autonomy. May manage administrative, technical and/or professional staff, including technical supervision of students in teaching laboratories and/or on field work.
Task level:	Use expertise in the area to be technically innovative and to contribute to teaching and/or research or planning and policy development. Significant input to research and/or teaching and/or significant input to management of technical resources at Faculty and School level. This may include the use and/or manipulation of various computer software applications. Manage technical resources at Departmental or Project level. May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework. May participate in the delivery of a teaching program

Organisational knowledge:	General understanding of research and/or teaching activities at School/Faculty level, and more comprehensive understanding at Departmental or Project level. General to comprehensive knowledge of policies/codes/standards as they apply to the work undertaken.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to Research/Teaching Program, School or Faculty.

ANUO9/10 and SM1 step 1 and 2 (Tech)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree of autonomy, and that more time will be spent on the more complex functions of the position.

ANUO9/SM1 step 1 (Tech)

Training level or qualifications:	Postgraduate qualifications and extensive relevant experience OR extensive technical experience and proven management expertise OR combination of relevant experience and education/training.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will manage technical and cross-stream staff, which may include technical supervision of students in teaching laboratories and/or on field work.
Task level:	Required to use technical expertise in the area, to be innovative and to contribute to research and strategic planning, policy and development. This may include the use and/or manipulation of various computer software applications. Management of, and responsibility for, significant resources at least at School, Faculty or Divisional level. May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework. May participate in the delivery of a teaching program.
Organisational knowledge:	Knowledge of research and/or teaching activities at University level and an in-depth understanding of Departmental or Project level.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to Research Program, School or Faculty.

ANUO10/SM1 step 2 (Tech)

Entry into ANUO10 or SM step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with clause 24 (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM step 2 of this broadbanded level subject to meeting the criteria for ANUO10 or SM step 2 below.

Training level or qualifications:	Postgraduate qualifications with relevant experience* and proven expertise in the management of significant human and material resources or an equivalent combination of experience and training. * Note: As a guide, experience in this context and at this level is likely to be 8 years.
Level of supervision:	Broad direction, operating with a high overall degree of autonomy. Will manage other administrative and cross stream staff, including technical supervision of students in teaching laboratories and/or on field work.

Task level:	Conceptualise, develop, initiate and review major technical and/or administrative policies at University level. Responsible for management of a complex area of work at a level higher than ANUO 9. Accountable for program performance. Comprehensive knowledge of related programs.
Organisational knowledge:	Devise new ways of adapting technical and/or administrative strategies to meet new internal and external demands.
Judgement, independence and problem solving:	Full responsibility for achieving significant objectives and programs. Will have a significant collaborative role in research and/or teaching.

Specialist Secondary Descriptors

The specialist secondary descriptors may be used to classify staff from the streams identified in S5.3 where it is acknowledged that the work performed requires expertise in a specialised field. The specialist descriptors may be used for positions which are 'stand alone' or those with line responsibility.

Examples of fields where use may be made of the specialist secondary descriptors are:

- in the administrative stream, occupational health and safety, counselling, statistics, accounting, physiotherapy, registered nursing and specialised stand alone positions (e.g. Disability Adviser).
- in the technical stream, where specialist work is undertaken with technical independence (e.g. where the supervisory post has no expertise in that area of work) or the work required is of a specialist nature that provides a single service and/or level of expertise within the University. Such work would be expected to have a high University impact.

ANUO6/7 (Specialist)

ANU Officer Levels 6 and 7 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a higher level, and that more time will be spent on the more complex functions of the position.

Training level or qualifications:	Degree with subsequent relevant specialist/professional experience OR extensive experience in a specialised environment and specialist expertise OR an equivalent combination of relevant experience in a specialised/professional environment and/or specialised/professional education/training.
Level of supervision:	General direction. May have supervisory responsibility for cross stream staff.
Task level:	Work assignments guided by legislation, professional standards, technical expertise and independence or specialist requirements. Latitude to develop or redefine procedures and/or policy, drawing on specialist or professional knowledge, for consideration by more senior officers.
Organisational knowledge:	Sound knowledge of specialist/professional activities as related to, and applied from, own work area.
Judgement, independence and problem solving:	Discretion to innovate within own functions and take responsibility for outcomes. Design, develop and test complex equipment, systems and procedures. Plan and develop proposals for use of resources.

ANUO8 (Specialist)

Training level or qualifications:	Progress towards postgraduate qualifications with subsequent relevant specialist/professional experience * OR extensive experience in a specialised/professional environment and specialist/professional expertise OR an equivalent combination of relevant experience in a specialised environment and/or specialised/professional education/training. * Note: As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction, working with a degree of autonomy. May have supervisory responsibility for cross-stream staff.
Task level:	Work assignments guided by legislation, professional standards, technical expertise or specialist requirements. Latitude to develop or redefine procedures and/or policy drawing on specialist/professional knowledge for consideration by more senior officers. Will be recognised authority in particular activity or activities in specialised area. May coordinate the integration of those activities with other activities.

Organisational knowledge:	Expected to make policy or technical recommendations related to specialist activities. Implement accepted policies or technical programs involving major change which may impact on other Areas of the University or a teaching/research program.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to research programs, Schools or Faculties requiring integration of a range of University policies and/or external requirements, and an ability to achieve objectives operating within complex organisational.

ANUO9/10 OR SM1 step 1 and 2 (Specialist)

ANU Officer Levels 9 and 10 are broadbanded in this stream. It is expected that at the higher levels within the broadband occupants, through experience, will have developed skills and expertise enabling them to more independently perform the full range of duties at a high overall degree autonomy, and that more time will be spent on the more complex functions of the position.

Entry into ANUO10 or SM step 2 of this broadbanded level requires the occupant to have acquired new skills, experience, knowledge and satisfactory performance against an agreed Performance and Development agreement in accordance with [clause 24](#) (Incremental salary progression) of this agreement.

A staff member may be appointed directly to ANUO10 or SM step 2 of this broadbanded level subject to meeting the criteria for ANUO10 or SM step 2 below.

Training level or qualifications:	Progress towards postgraduate qualifications with more than 4 years subsequent relevant specialist/professional experience OR extensive experience in a specialised/professional environment and specialist/professional expertise OR an equivalent combination of relevant experience in a specialised/professional environment and/or specialised/professional education/training.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will have supervisory responsibility for other professional/specialist staff except in circumstances where positions are stand-alone or in a very small highly-specialised unit where all specialist staff would normally be at or above ANUO 9 level.
Task level:	Work assignments guided by legislation professional standards, technical expertise or specialist requirements. Will be a recognised authority in specialist/professional activities at University level. Will coordinate the integration of policy activities with other policy activities. Demonstrated capacity to conceptualise, develop and review major administrative or professional policies or Technical programs at University level.
Organisational knowledge:	Initiate and develop new policies and review major policies, objectives and strategies. Responsible for programs involving major change which may impact on other Areas of the University.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to research programs, Schools or Faculties requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisational structures.

ACADEMIC STAFF ALLOWANCES

S6.1 Clinical loadings for academic staff

A medically qualified full time staff member at Level B or higher who is employed in a medical sciences area will receive a loading, being:

	Annual allowance (\$)				
	Previous rate	From 19 October 2017	From 12 July 2018 2%	From 9 July 2020 2%	From 8 July 2021 2%
Where the staff member has significant responsibility for patient care	28,235	28,235	28,800	29,376	29,963
Where the staff member does not have significant responsibility for patient care	14,138	14,138	14,421	14,709	15,003

S6.1.1 Clinical loadings will be superannuable and paid pro-rata for part time staff.

PROFESSIONAL STAFF ALLOWANCES

S6.2 Long service allowance for professional staff

S6.2.1 A staff member employed by the University before 11 March 1993 in a pre-ANU Officer classification listed in the following table (or any earlier date specified therein) is entitled to a Long Service Allowance (LSA) in accordance with the scale prescribed below, provided that the staff member has at least 10 years' continuous and satisfactory service (excluding casual employment) and has been paid at the top of their current salary range for 5 years. Time spent on the top of the range under the pre 5 March 2009 salary structure will count as service when calculating the entitlement to LSA if staff move to a new top of the range pursuant to clause 66 (Classifications and salary structure).

S6.2.2 For the purpose of this clause 'continuous service' will include a period of leave granted for the purpose of serving in the Defence Forces of the Commonwealth in time of war or defence emergency or during a period of compulsory training or service.

S6.2.3 A staff member who is in receipt of a LSA and is subsequently reclassified will be transferred to a salary step in the new classification that absorbs the allowance. That staff member, if reclassified to an ANU Officer level that still attracts the LSA, will again be entitled to the LSA on satisfaction of the criteria in S6.2.1.

S6.2.4 A staff member who was paid at the top of the range of an eligible classification prior to transfer to the ANU Officer levels is eligible for payment of the LSA when they reach the top of the range of the ANU Officer levels to which they transferred, provided that the combined number of years at the top of both ranges total five and they have the relevant number of years of continuous service.

S6.2.5 The LSA will be deemed to be salary for all purposes except the payment of loadings, allowances and penalty rates.

S6.2.6 The LSA will be indexed in accordance with clause 30.2(b) (Operating Grant Indexation rate).

S6.2.7 The parties acknowledge that the arrangements contained in this clause may not be applicable in all cases. Where anomalies arise they will be referred to the Director - Human Resources and determined on a case by case basis.

Classification prior to 11 March 1993	Current ANU Officer Level and Stream	Years of Service	Allowance (\$ pa)
ANU Grade 1	ANU Officer Level 2	10	1,898
		15	2,689
		20	3,637
ANU Grade 2	ANU Officer Level 3	10	2,055
		15	3,164
		20	4,112
ANU Grade 3 (employed prior to 10.3.82)	ANU Officer Level 4	10	2,370
		15	3,478
		20	4,588
ANU Grade 4 (employed prior to 10.3.82)	ANU Officer Level 5	10	2,530
		15	3,798
		20	5,061
ANU Stores 1	ANU Officer Level 2 (Stores)	10	1,898
		15	2,689
		20	3,637
ANU Stores 2	ANU Officer Level 3 (Stores)	10	2,055
		15	3,164
		20	4,112
ANU Stores 3 (employed prior to 10.3.82)	ANU Officer Level 4 (Stores)	10	2,370
		15	3,478
		20	4,588
ANU Stores 4 (employed prior to 10.3.82)	ANU Officer Level 5 (Stores)	10	2,530
		15	3,798
		20	5,061
Archivist Grade 1	ANU Officer Level 5/6 (Archives)	10	2,844
		15	4,112
		20	5,537
Attendant Grade 1	ANU Officer Level 1 (General Services)	15	790
		20	1,579
Attendant Grade 2	ANU Officer Level 2 (General Services)	15	947
		20	1,742
Cleaner	ANU Officer Grade 1 (Cleaning)	10	1,742
		15	2,530
		20	3,324
Engineer Class 1	ANU Officer Level 5/6 (Engineering)	15	1,423
		20	2,689
Foreman - Electrician	ANU Officer Level 5	15	1,267
Carpenter, Fitter, Painter		20	2,530
Foreman – Plumber	ANU Officer Level 5	10	2,530
		15	3,798
		20	5,061
Labourer (Other)	ANU Officer Level 1 (General Services)	15	790
		20	1,579
Laboratory Attendant	ANU Officer Level 1 (Technical)	15	790
		20	1,579

Lab Technician Grade 1	ANU Officer Level 2	10	1,898
Salary Maintenance	(Technical)	15	2,844
		20	3,798
Lab Technician Grade 2	ANU Officer Level 3	10	2,213
	(Technical)	15	3,164
		20	4,275
Sen Lab Tech Grade 2	ANU Officer Level 5	10	2,530
	(Technical)	15	3,798
		20	5,061
Library Officer Class 2	ANU Officer Level 4	10	2,530
	(Library)	15	3,324
		20	4,432
Assistant Programmer	ANU Officer Level 4	10	2,530
Salary Maintenance	(IT)	15	3,798
		20	5,061
Programmer Grade 1	ANU Officer Level 5/6	10	2,844
	(IT)	15	4,112
		20	5,537
Programmer Grade 2	ANU Officer Level 7	10	3,007
	(IT)	15	4,588
		20	6,011
Prog Assistant Grade 1	ANU Officer Level 2	10	1,898
	(IT)	15	2,689
		20	3,637
Prog Assistant Grade 2	ANU Officer Level 3	10	2,055
	(IT)	15	3,164
		20	4,112
Prog Assistant Grade 3	ANU Officer Level 4	10	2,370
Salary Maintenance	(IT)	15	3,478
		20	4,588
Technical Officer	ANU Officer Level 4/5		
Draughting Officer	(Tech & Draught/III)	20	1,267
Illustrator			
Sen Technical Officer 1 & 2	ANU Officer Level 6	10	2,844
Sen Draughting Officer 1 & 2	(Tech & Draught/III)	15	4,275
Sen Illustrator 1 & 2		20	5,696
Sen Technical Officer 3	ANU Officer Level 7	10	3,007
Sen Draughting Officer 3	(Tech & Draught/III)	15	4,588
Sen Illustrator 3		20	6,011
Translator Grade 1	ANU Officer Level 5	10	2,530
(employed prior to 10.3.82)	(Admin)	15	3,798
		20	5,061
Workshop Assistant	ANU Officer Level 1	10	1,742
	(Technical)	15	2,530
		20	3,324

S6.3 Specific pathogen free allowance

A staff member working in the Specific Pathogen Free Mouse Breeding Colony in the Animal Breeding Establishment of the John Curtin School of Medical Research who is required to carry out the major part of their work in the specific pathogen free area is entitled to:

- (a) an allowance of \$0.83 per hour in addition to their normal rate of pay; and
- (b) an allowance of \$2.36 on each occasion that the staff member is required to submit a nasal swab.

These allowances will be indexed in accordance with clause 30.2(b).

S6.4 Allowances for maintenance and grounds staff

S6.4.1 **Industry allowance:** A maintenance or grounds staff member, including an apprentice, who performs duties in the open which involve exposure to extremes of weather and/or a lack of usual amenities and/or is required to perform ad hoc duties in special conditions or environments consistent with the nature of their work, will be paid an allowance of \$26.43 per week, to be indexed in accordance with clause 30.2(b).

S6.4.2 **Electrical "A" Class licence allowance:** A maintenance staff member who is employed as an electrician will be paid an allowance of \$37.38 per week for the continuance of their electrical licence, to be indexed in accordance with clause 30.2(c).

S6.4.3 **Trade allowance for plumbers:** A maintenance staff member who is employed as a plumber will be paid a trade allowance of \$20.03 per week, to be indexed in accordance with clause 30.2(b).

S6.4.4 **Tool allowance:** Where a maintenance staff member is required by the University to provide and maintain their own tools for work purposes, that staff member will be paid a tool allowance of \$28.17 per week, to be indexed in accordance with clause 30.2(c).

S6.5 Allowances for cleaners

A staff member who is required to clean lavatories for the major portion of a day or shift will be paid an allowance of \$1.33 per day or shift, to be indexed in accordance with clause 30.2(b), while so engaged.

S6.6 First aid allowance

A staff member who is designated as a first aid attendant in accordance with clause 65 (First aid) is entitled to an allowance as specified below.

Certification	Weekly allowance (\$)
Level 2	9.04
Level 3 and above	13.63

S6.7 Uniform allowance

S6.7.1 For the purposes of S6.7 (Uniform allowance) and S6.8 (Laundry allowance) a "uniform" shall mean any coat, dress, cap, apron, cuffs or other special article of clothing the University requires an employee to wear in the performance of work.

S6.7.2 A staff member who is employed in the Hospitality stream who is required by the University to wear a uniform while on duty shall be paid the actual cost of providing or replacing the uniform.

S6.7.3 By mutual agreement between the University and the staff member, the University may instead of paying the allowance, provide and where necessary replace the uniform.

S6.8 Laundry allowance

S6.8.1 A staff member who is employed in the Hospitality stream who is required by the University to wear a uniform while on duty shall be paid a laundry allowance of \$11.12 per week, to be indexed in accordance with clause 30.2(c).

S6.8.3 By mutual agreement between the University and the staff member, the University may instead of paying the allowance, provide a laundering service.

S6.9 Special conditions for staff of NARU, Warramunga Seismic Array and Siding Spring Observatory District allowance

S6.9.1 Subject to clause 11 (Senior management appointments), a continuing, continuing (contingent funded) or fixed term staff member who is required to work at one of the facilities specified in the following table and reside in the vicinity of the facility is entitled to a district allowance in accordance with the following table:

Facility	Allowance (\$ per annum)	
	No eligible dependants	One or more eligible dependants
Siding Spring Observatory, Coonabarabran	772	1,535
Northern Australia Research Unit, Darwin	2,024	3,718
Warramunga Seismic Array Unit, Tennant Creek	4,573	7,392

S6.9.2 For the purpose of this clause, 'eligible dependant' means a dependant or partner who resides with the staff member and whose income is less than the current Minimum Wage, as determined by the Fair Work Commission.

S6.9.3 The district allowance will be indexed in accordance with clause 30.2(b).

S6.6 Leave fares assistance

Subject to clause 11 (Senior management appointments), a continuing, continuing (contingent funded) or fixed term staff member who is required to work at, and resides in the vicinity of, the facilities specified in the following table is entitled to one leave fare assistance payment per year while on approved paid annual, long service or parental leave, up to the value specified below and subject to the following conditions:

Northern Australia Research Unit, Darwin	Leave Fare Assistance (per annum)	
	Resident in the Northern Territory immediately prior to appointment	Not resident in the Northern Territory immediately prior to appointment
Per adult and eligible dependant child 11 years and older	Nil	Up to the value of the best available Adult Qantas fully flexible return direct economy airfare from Darwin to Adelaide
Per eligible dependant child under 11 years	Nil	Up to the value of the best available child Qantas fully flexible return direct economy airfare from Darwin to Adelaide

Conditions	<ol style="list-style-type: none"> 1. Payment is up to the value specified above; 2. Entitlement is after 12 months continuous service; 3. Travel can be by alternative methods if receipts are provided as per point 4 and claim is no more than value specified above; and 4. Provision of receipts for travel related expenses for the amount claimed is required.
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Warramunga Seismic Array Unit, Tennant Creek	Leave Fare Assistance (per annum)	
	Resident in the Northern Territory immediately prior to appointment	Not resident in the Northern Territory immediately prior to appointment
Per adult and eligible dependant child 11 years and older	Up to the value of the best available fully flexible economy return adult Rail/Bus fare to Darwin.	Up to the value of the best available fully flexible adult rail/bus fare to Alice Springs <u>and</u> the best available adult Qantas fully flexible return direct economy airfare from Alice Springs to Adelaide
Per eligible dependant Child under 11 years	Up to the value of the best available fully flexible economy return child Rail/Bus fare to Darwin.	Up to the value of the best available fully flexible child rail/bus fare to Alice Springs <u>and</u> the best available child Qantas fully flexible return direct economy airfare from Alice Springs to Adelaide
Conditions	<ol style="list-style-type: none"> 1. Payment is up to the value specified above; 2. Entitlement is after 12 months continuous service; 3. Travel can be by alternative methods if receipts are provided as per point 3 above and claim is no more than value specified above; and 4. Provision of receipts for travel related expenses for the amount claimed is required. 	

S6.9.5 Where an eligible staff member declares that they will visit the ANU campus for work-related purposes during their leave, the staff member may be paid an amount equal to a return economy class airfare from the facility to Canberra for himself or herself and each eligible dependant (as defined in [S6.9.2](#)) in lieu of the provision outlined in the above table.

SCHEDULE 7 APPLICATION OF SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

- S7.1 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.
- S7.2 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.
- S7.3 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.
- S7.4 A staff member to whom this clause applies will be paid in accordance with **Schedules 1 - 3**.
- S7.5 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:
- the University and the unions party to this Agreement, in consultation with the staff member; or
 - the University and an accredited assessor from a panel agreed by the parties to this Agreement and the staff member.
- S7.6 The assessment instrument, including the percentage of the salary rate to be paid to the staff member, will be lodged by the University in accordance with current legislative requirements.
- S7.7 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.

S7.8 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.

S7.9 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.

S7.10 Trial period

S7.10.1 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.

S7.10.2 During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a standard employment relationship shall be determined.

S7.10.3 The amount payable to the staff member during the trial period will be not less than 10% of the prescribed salary rate.

THE AUSTRALIAN NATIONAL UNIVERSITY ENTERPRISE AGREEMENT 2017 - 2021

Signed on behalf of The Australian National University



Signature

Professor Brian Schmidt
Vice-Chancellor
The Australian National University
Acton ACT 2601

Witnessed by



Signature

NADINE WHITE

Name

Dated this 2nd day of November 2017

THE AUSTRALIAN NATIONAL UNIVERSITY ENTERPRISE AGREEMENT 2017 - 2021

Signed on behalf of **The National Tertiary Education Industry Union (NTEU)**



Signature

Grahame McCulloch
General Secretary
National Tertiary Education Industry Union
1st floor, 120 Clarendon St
Southbank VIC 3006

Witnessed by



Signature

Name: Renee Veal

Dated this 6th day of November 2017

Monday, 5 March 2018

Dr Nadine White
Director – Human Resources

Fair Work Commission
2nd Floor, CML Building
17-21 University Avenue
Canberra ACT 2600

+61 2 6125 0816
Director.HR@anu.edu.au

Canberra ACT 0200 Australia
www.anu.edu.au

CRICOS Provider No. 00120C

To the Presiding Commissioner,

Matter number: AG2017/5358
The Australian National University Enterprise Agreement 2017 - 2021

The Australian National University provides the following undertaking, which replaces any preceding undertaking, with respect of The Australian National University Enterprise Agreement 2017 - 2021 ('the Agreement'):

Casual professional staff minimum engagement – clause 15.13

Notwithstanding clause 15.13 of the Agreement, all casual professional staff who are not students or employees with a primary occupation elsewhere (or with the University), as defined by clause 12.2 of the Higher Education Industry - General Staff - Award 2010, will receive a minimum engagement of 3 hours.

Casual employee eligibility for overtime – clause 27.4

Notwithstanding clause 27.4 of the Agreement, the remuneration paid to a casual staff member who works outside of, or in excess of, rostered hours will not fall below the minimum payment to which the staff member would have otherwise been entitled under clause 23.1 of the Higher Education Industry - General Staff - Award 2010 (at the corresponding rates of pay under that Award).

Alternative overtime rates - clause 27.7

An examination invigilator, field interviewer, community coordinator, or Library, Drill Hall Gallery or a School of Art Gallery staff member employed on a part time or casual basis will be paid overtime rates where they are directed to undertake work outside of their span of hours as defined in clause 19.

Shift Worker – clause 28

For the purposes of the NES, a shift worker is a professional staff member who works permanent rotating shifts in accordance with clause 28.

Part time library shift workers – clause 28.17

Where a part time library shift worker is required to perform a shift on a Sunday they will be paid the rate of 150%.

Cashing out of Annual Leave – clause 35.7

Where an eligible staff member requests to cash out a portion of their annual leave accrual, all cashing out arrangements will be in accordance with s.(93)(2) of the Fair Work Act 2009.

Dispute Settlement – clause 74

Notwithstanding clause 57.2 of the Agreement, a staff member who is party to a dispute under clause 74 may appoint a representative of their choice for the purposes of the procedures outlined in clause 74.

Simulated Patients – Schedule 3.4

- a) S 3.4.4 – Excluding Simulated Patients engaged to perform in large lectures or as part of an assessment (in accordance with S3.4.9 and S3.4.10), where a performance exceeds three hours Simulated Patients will be paid additional hours in accordance with clause 28.2(b) of the Live Performance Award 2010.
- b) S 3.4.6 – Simulated Patients will be paid in the next (closest) fortnightly pay period, following the submission of an approved timesheet.
- c) If a Simulated Patient would have received an entitlement under the Live Performance Award 2010, and there is no equivalent entitlement (or an entitlement of lesser value) available under the Agreement, the staff member will be paid and/or receive the entitlement in accordance with the Live Performance Award 2010.

Yours sincerely



Dr Nadine White
Director – Human Resources