

Part 1 Operation of the Agreement

1. Title

This Agreement is known as The Australian National University Enterprise Agreement 2000-2003.

2. Content of Agreement

Clause Title	Clause Number
Part 1 Operation of the Agreement	
Title	1
Content of Agreement	2
Objectives of Agreement	3
Operation of Agreement	4
Application	5
Closed and comprehensive agreement	6
Part 2 Appointments	
Appointments	7
Types of employment	8
Recruitment and engagement	9
Classifications	10
Part 3 Movement and progression	
Multiskilling and general staff transfer	11
Part 4 Employment Conditions	
<i>Section 1 Pay and related matters</i>	
Remuneration	12
Supported salary rates for staff with disabilities	13
Superannuation	14
Allowances	15
Salary sacrificing	16
Payroll services	17
<i>Section 2 Continuity of service</i>	
Periods between fixed term appointments	18
Periods of leave	19
Recognition of prior service at other Australian universities	20

Clause Title	Clause Number
<i>Section 3 Hours of work for general staff</i>	
Ordinary hours	21
Flexible working hours	22
Breaks	23
Shift work	24
Overtime	25
<i>Section 4 Leave</i>	
Provisions applying to all leave	26
Recreation leave	27
Sick leave – general staff	28
Parental leave	29
Long service leave	30
Other leave	31
Holidays and University closure	32
Leave without pay	33
<i>Section 5 Remote localities</i>	
Special conditions for staff of NARU, Warramunga Seismic Array and Siding Spring Observatory	34
Part 5 Performance management	
Probation	35
Annual performance review	36
Part 6 Training and development	
Principles	37
Study courses for general staff	38
Union training courses	39
Part 7 Equal employment opportunity	
Anti-discrimination	40
Indigenous Australians	41
Application of Supported Wage System for staff with a disability	42
Part 8 Health, safety and amenities at work	
Occupational health and safety cooperation	43
Uniforms and protective clothing	44
Amenities	45
First aid	46
Compensation for loss or damage to personal property	47

Clause Title	Clause Number
Part 9 Staff relations	
<i>Section 1 Workloads</i>	
Workloads working party	48
<i>Section 2 Job security and change management</i>	
Job security	49
Contracting of general staff services and labour	50
Managing change	51
<i>Section 3 Academic staff redundancy and discipline and review committees for all staff</i>	
Definitions	52
Academic staff redundancy	53
Misconduct provisions for academic staff	54
Review committees	55
<i>Section 4 General staff redundancy and discipline</i>	
General staff redundancy	56
Misconduct provisions for general staff	57
<i>Section 5 Grievance and dispute resolution</i>	
Grievance and mediation	58
Dispute avoidance and settlement	59
<i>Section 6 Union representation</i>	
Union representation	60
Part 10 Ceasing employment	
Circumstances of employment ending	61
Minimum notice period for termination of employment	62
Expiry of fixed term appointment	63
Severance pay	64
Resignation	65
Termination of employment on grounds of ill health	66
Voluntary early retirement schemes	67
Schedule 1 Academic Staff Position Classification Standards	
Schedule 2 General Staff Position Classification Standards	
Schedule 3 Salaries	
Schedule 4 Allowances	
Schedule 5 38 Hour-week – Staff members employed in the Hospitality Stream at University House	
Schedule 6 Occupational Health and Safety Agreement	

3. Objectives of Agreement

- 3.1 The Parties agree to work cooperatively to achieve the ongoing development and enhancement of the Australian National University by:
- (a) facilitating strategic change aimed at focusing University activities on core areas which are of intrinsic academic merit, meet the contemporary needs of Australian society, or in which the University has significant national and international comparative advantage or may generate that advantage through collaborative activity or other mechanisms;
 - (b) recognising that such competitiveness requires an environment which encourages academic freedom and responsibility, the pursuit of excellence and collegial decision-making;
 - (c) recognising that, for certain areas of the University (the trading areas and particularly the hospitality operations) competition arises from within the local Canberra community;
 - (d) increasing productivity and efficiency, best practice and the effectiveness of program and service delivery outcomes – the maintenance and improvement of the quality of service delivery is pivotal to the success of this Agreement;
 - (e) ensuring effective quality assurance through setting standards, appropriate reward and staff development;
 - (f) encouraging high standards of conduct through establishment of agreed standards of conduct and effective disciplinary conditions;
 - (g) developing better jobs and providing further improvements in job satisfaction and career opportunities for academic and general staff;
 - (h) providing job security by substantially increasing the University's external income-generating capacity; and by ensuring that future redundancies will be in the context of strategic restructuring, consistent with the University's strategic directions;
 - (i) noting that while the parties will continue to seek increased Commonwealth Government public funding to enhance the quality of the work of the University and the higher education system, more broadly, this Agreement supports the University's thrust for greater self-reliance; and
 - (j) delivering revised conditions of employment which provide adequate protection for staff and which enable the University to respond in a timely and effective way to changing priorities, new opportunities, and other factors which may impact on it from time to time.
- 3.2 The parties recognise that the achievement of the above objectives will require the extension of University operations through national and international collaborative ventures, strategic awareness and planning and the capacity to respond quickly to opportunities as they arise.

4. Operation of Agreement

- 4.1 This Agreement will come into force on the date of certification in the Australian Industrial Relations Commission and will operate until 31 January 2003.
- 4.2 It is not the intention of the University to seek the formal advice of its staff concerning either a non-union or union fourth round agreement prior to the nominal expiry date of this Agreement.

5. Application

- 5.1 The parties to this Agreement are:
- (a) The Australian National University (the University);
 - (b) the Australian Liquor, Hospitality & Miscellaneous Workers Union (LHMU);
 - (c) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU);
 - (d) the Health Services Union of Australia (HSUA); and
 - (e) the National Tertiary Education Industry Union (NTEU).
- 5.2 This Agreement applies to any person employed by the University at any time when the Agreement is in operation, except for any person employed under the Entertainment and Broadcasting - Live Theatre and Concert Award 1998 or the Entertainment and Broadcasting Industry- Theatre Manager's - Live Theatre Award 1998.
- 5.3 *Exclusion of senior management positions from certain employment conditions***
- 5.3.1 For the purposes of this Agreement, 'senior management position' means one of the following positions:
- (a) the Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor (Academic), Pro Vice-Chancellor (Administration), Chair of the Board of The Faculties, Chair of the Board of the Institute of Advanced Studies and any other appointee to the senior management structure of the University as determined by Council from time to time;
 - (b) a head, howsoever titled, of a research school or other body of the Institute of Advanced Studies, as determined by Council from time to time in accordance with section 7 of *The Australian National University Act 1991*;
 - (c) a Dean of a faculty of The Faculties, the Director of the Canberra School of Art and the Director of the Canberra School of Music;
 - (d) a head, howsoever titled, of a centre determined by the Council of the University to be a University Centre;
 - (e) a head, howsoever titled, of a hall of residence; and

- (f) the Director, Facilities and Services, the Director, Financial and Business Services, the Director, Human Resources, the Director, IT Services, the Librarian, the Director, Planning and Policy Coordination, the Director, Public Affairs Division, the Director, Student Administration and Support Services, and the Director, Student Recruitment and International Education, howsoever retitled or restructured from time to time, and the occupant of the headship of any administrative unit, academic support unit or teaching and/or research centre which, during the life of this Agreement, is determined by the Council or delegate to be of equivalent seniority to the specified positions;

provided that the occupant of such a general staff position receives a salary of not less than \$85,000 and the occupant of such an academic staff position receives a salary of not less than \$100,000, with such amounts to be indexed to the general rate of salary increases in this Agreement.

- 5.3.2 Clauses 12, 15, 16, 35, 36, 51 and 53-57 of this Agreement will not apply to a staff member entering into a contract after the date of certification of this Agreement for employment in a senior management position as defined in sub-clause 5.3.1. The University and the appointee to a senior management position will be bound in regard to the matters contained in those clauses by the provisions of the employment contract between them. Where the employment contract of a staff member so appointed provides the right of reversion to a substantive position within the University, the provisions of clauses 51 and 53-57 will apply following exercise by the staff member of that right.

6. Closed and comprehensive Agreement

- 6.1 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.
- 6.2 This Agreement supersedes and replaces in its entirety any previous certified agreement covering employment with the University.
- 6.3 This Agreement operates to the exclusion of and wholly replaces any award (existing or future) of the Australian Industrial Relations Commission and any industrial agreement which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement. In particular, the Agreement displaces the following awards, as varied from time to time:
- Higher Education General and Salaried Staff (Interim) Award 1989 (HEGSS)
The following awards as listed in Schedule 3 of HEGSS:
 - ANU Administrative, Managerial and Executive Staff (Specific Conditions and Salaries) Award 1982
 - The Australian National University Employees (General Conditions of Employment) Award 1980

- Association of Draughting, Supervisory and Technical Employees – ANU Technical Staff (Specific Conditions and Salaries) Award 1980;
- The Australian National University Gardeners, Ground Keepers etc (Specific Conditions and Salaries) Award 1981
- The Australian National University Staff (Specific Conditions and Salaries) Award 1981
- Australian National University Maintenance Staff (Specific Conditions and Salaries) Award 1989
- Liquor and Allied Trades, ANU (Specific Conditions and Salaries) Award 1980
- Printing Staff – ANU (Specific Conditions and Salaries) Award 1982
- Australian Liquor, Hospitality and Miscellaneous Workers Union – ANU Cleaners, Security Officers, etc (Specific Conditions and Salaries) Award 1988
- Australian Universities Academic and Related Staff (Salaries) Award 1987
- Higher Education Contract of Employment Award 1998
- National Training Wage Award 1994
- Tertiary Education Superannuation Scheme – Superannuation Award 1988
- Universities and Post Compulsory Academic Conditions Award 1999

Part 2 Appointments

7. Appointments

- 7.1 The University will engage a person as an employee on terms that correspond with the types of employment prescribed in clause 8 and in accordance with this Agreement.
- 7.2 Nothing in this Agreement limits the number or proportion of employees that the University may employ in a particular type of employment.

8. Types of employment

8.1 Standard employment

'Standard employment' means all employment other than 'fixed term' or 'casual'. A standard appointment is made for an indefinite period and may be full time or part time.

8.2 Fixed term employment

- 8.2.1 'Fixed term employment' means employment for a specified term or ascertainable period, for which the employment contract will specify the starting and finishing 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) or contingency relating to the specific task or project upon the occurrence of which the term of the employment will expire.

- 8.2.2 The use of fixed term appointments will be limited to the employment of a person engaged in work activity that comes within the description of one or more of the following circumstances:

(a) *Specific task or project*

'Specific task or project' means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it includes:

- (i) a period of employment provided for from identifiable external funding, 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; and
- (ii) in the case of a general staff member, a genuine new organisational arrangement in which the practicality of permanently filling a position is dependent on the continuing operation of the area beyond 12 months (subject to paragraph 8.2.3(c)).

(b) *Research*

'Research' means work activity by an academic staff member engaged on research only functions (as defined in Schedule 1) for a contract period not exceeding 5 years.

- (c) *Replacement employee*
'Replacement Employee' means a person:
- (i) undertaking work activity replacing a full time or part time employee for a definable period for which the latter employee is on authorised leave of absence or is temporarily seconded away from his or her usual work area; or
 - (ii) performing the duties of a vacant position for which recruitment action has commenced; or
 - (iii) performing the duties of a position the normal occupant of which is performing higher duties in a vacant position for which recruitment action has commenced.
- (d) *Recent professional practice required*
Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two years.
- (e) *Pre-retirement contract*
Where a staff member declares that it is his or her intention to retire, a fixed term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.
- (f) *Student*
Where a person is enrolled as a student, a fixed term contract may be adopted as the appropriate type of employment for work activity not otherwise described in sub-clause 8.2.2, provided that:
- (i) the work activity is within the student's academic unit or another relevant academic unit of the University and is generally related to the degree course that the student is undertaking; and
 - (ii) the period of fixed term employment does not extend beyond the end of the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results.
- (g) *Senior management position*
'Senior management position' means a position specified in sub-clause 5.3. Such an appointment will be in accordance with sub-clauses 5.3 and 9.7 of this Agreement.
- (h) *Apprentice*
A person may be appointed as an apprentice for the time taken to complete an approved apprenticeship program.

(i) *Trainee technical officer*

A person may be appointed as a trainee technical officer for a 4 year period or the period specified for completion of a prescribed course of study, whichever is longer. Provision will be made for the duration of the traineeship to be extended by mutual agreement between the University and the trainee due to illness or the need for additional time to complete the relevant courses.

(j) *Trainee*

A person may be appointed as a trainee, other than a trainee technical officer, for the time taken to complete an approved training course or training program, provided that a full time appointment is for a period not more than one year and a part time appointment is for a period of not more than one year on a full time equivalent basis. A trainee will be appointed subject to an agreement made between the University and the trainee and registered with the relevant State or Territory Training Authority. Such an appointment will be in accordance with the special conditions prescribed in sub-clause 38.3 of this Agreement.

Specific conditions applying to fixed term general staff appointments

8.2.3 A fixed term appointment of a general staff member to other than a senior management position:

- (a) will not be for less than 3 months and will not normally be for more than 3 years, except that an appointment may be for up to 6 years in cases where positions are attached directly to externally funded grants and the funds for, and the duration of, such grants are secured and determined in advance;
- (b) may be extended or renewed once only for a period not to exceed 12 months; and
- (c) where made in accordance with sub-paragraph 8.2.2(a)(ii), will be made standard where the continuing existence of the area is confirmed and where the duties of the position continue.

8.2.4 Notwithstanding sub-clause 8.2.2 and subject to paragraph 8.2.3(b), where it is necessary that the duties of a fixed term position continue unchanged or substantially unchanged upon expiry of a fixed term appointment to that position, any further appointment to the position will be a standard appointment.

Employment conditions for fixed term staff (academic and general)

8.2.5 A fixed term staff member is entitled to the same employment conditions specified in this Agreement and where applicable as would apply to a staff member on a standard appointment engaged in an equivalent classification and working an equivalent proportion of normal weekly hours for the classification.

8.3 Part time employment

- 8.3.1 Part time appointments may be standard or fixed term.
- 8.3.2 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, with the exception of flexitime for general staff.
- 8.3.3 A general staff member offered a part time appointment will be required to:
- (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:
 - (i) is equivalent to an agreed number of part time hours in a pay period, for which the staff member will be paid accordingly; or
 - (ii) involves agreed periods of attendance on full pay and periods of stand-down without pay.

8.4 Casual employment

- 8.4.1 A casual appointment is one where the employee is not appointed on a continuing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.
- 8.4.2 An essential feature of casual appointments is that there is no expectation of continuity of employment.

Casual general staff employment

- 8.4.3 A casual general staff member may be appointed where:
- (a) the appointment is to replace a standard or fixed term staff member who is absent from work, in which case the duration of appointment must not exceed the period of such absence;
 - (b) the appointment is to fill a vacancy during a selection process;
 - (c) the appointment requires the employee to work a regular pattern of hours, but the duration of the appointment is for less than 3 months; or
 - (d) the number of regular hours per fortnight is less than 10.
- 8.4.4 A casual general staff member will be paid a 20% loading *in lieu* of all paid leave entitlements, including long service leave.

Casual/sessional academic employment

- 8.4.5 Casual academic staff employed for lecturing, demonstrating and tutoring will:
- (a) not be responsible for the engagement of other staff;
 - (b) not be required to engage in research duties (for the purpose of this sub-clause preparation for teaching and course/subject development is not regarded as research);
 - (c) only be involved in administration to the extent that is necessary to support their primary teaching related function;
 - (d) not be responsible for the supervision of other staff; and
 - (e) be paid at the rates specified in Part 3 of Schedule 3 of this Agreement.
- 8.4.6 A casual/sessional academic staff member will not be engaged by the University for lectures, tutorials or demonstrations for 60% or more of the time of teaching contact hours expected of a full time staff member of similar designation within the academic organisational unit.

9. Recruitment and engagement*General staff*

- 9.1 Except in the circumstances referred to in sub-clauses 9.2 and 9.3, vacancies for general staff positions will be advertised by the University. 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. Prospective applicants should be given not less than 7 days to lodge an application or expression of interest.
- 9.2 Vacancies will be measured against staff seeking redeployment before recruitment action is undertaken. 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.
- 9.3 A fixed term general staff appointment of 6 months or less may be offered without advertisement provided that the area gives priority to suitably qualified staff members seeking rehabilitation, redeployment or transfer.
- 9.4 Persons registered with the Casual and Temporary Staffing Pool will have the status of internal applicants for advertised vacancies.

Casual/sessional academic staff

- 9.5 Expressions of interest for casual academic staff should be sought by notice within the relevant department. Such notice may include advertisement in advance and preparation of an eligibility list to draw on as required. Such a list should be advertised with a specific time frame.

Employment contracts

- 9.6 Upon engagement, the University will provide a letter of offer to a staff member which stipulates the type of employment and informs the staff member of the terms of engagement at the time of the appointment in relation to:
- (a) for a staff member other than a casual employee, the classification level and salary of the staff member on commencement of the employment, and the hours or the fraction of full time hours to be worked;
 - (b) for a fixed term staff member, the circumstance(s) by reference to which the use of fixed term contract for the type of employment has been decided for that employment;
 - (c) for a casual employee, the duties required, the number of hours required, the rate of pay for each duty required and a statement that any additional duties required during the term will be paid for;
 - (d) for a staff member subject to probationary employment, the length and terms of the probation;
 - (e) grounds for termination in accordance with Part 10 of this Agreement; and
 - (f) other main conditions of employment including the identity of the employer, the legal and/or administrative sources from which those conditions arise, and the duties and supervisor of the position.

Designated senior management appointments

- 9.7 A staff member appointed to a senior management position specified in sub-clause 5.3 will have a performance based employment contract which will contain express provisions concerning the following matters:
- (a) total remuneration package;
 - (b) targets or criteria for payment of a performance-contingent remuneration component and continued employment; and
 - (c) circumstances in which the appointment may be terminated and periods of notice, in the event of termination.

10. Classifications**10.1 *Academic staff Position Classification Standards***

The classification structure for academic staff is set out in Schedule 1. The Position Classification Standards in the Schedule provide guidelines for the nature and level of duties to be undertaken by a staff member.

10.2 *General staff Position Classification Standards*

The classification structure for general staff is set out in Schedule 2. All appointments of general staff, other than those appointed to senior management positions, will be made in accordance with the ANU Officer and Senior Administrative Officer Grades.

Part 3 Movement and Progression

11. Multi-skilling and general staff transfer

11.1 The University may require a general staff member to carry out such duties as may be necessary, 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 grade in which he or she is being paid; and
- (b) where the duties require the staff member performing them to hold a licence, this sub-clause will not operate in respect of those duties unless the staff member concerned holds the appropriate current licences.

11.2 Where a general staff member is transferred from one work area to another for a period greater than 3 months and the transfer involves a change in duties or reporting arrangements the procedures set out below will apply.

- (a) Heads of the work areas involved will inform the staff member of the work area into which the staff member will be transferred and the reasons for the transfer, and discuss the transfer if the staff member wishes to do so. The heads will draw the staff member's attention to these procedures.
- (b) As soon as possible and prior to the transfer being implemented an approved duty statement for the position into which the staff member is being transferred should be provided to the staff member and arrangements made for him or her to discuss the duties with the supervisor of the position.
- (c) Where the staff member is satisfied with the arrangements the transfer will proceed.
- (d) Where the staff member is not satisfied with the arrangements, the delegate should advise the Director of Human Resources, who will arrange further discussions, at which the staff member may have a union representative if he or she chooses. Where the matter remains unresolved, the Director of Human Resources will be the final arbiter.

11.3 The procedures set out in sub-clause 11.2 do not in any way restrict the University's right to transfer staff members to suitable positions within the University at the same ANU Officer grade.

Part 4 Employment Conditions

Section 1 Pay and related matters

12. Remuneration

12.1 Salary rates

12.1.1 The salary increases listed in the following table will apply to University staff members except those employed at University House:

Increase	Date of payment
3%	22 July 1999
2%	31 August 2000
3%	30 August 2001
4.5%	12 September 2002

12.1.2 The salary increase listed in the following table will apply to University staff members employed at University House:

Increase	Date of payment
3%	22 July 1999

12.1.3 Revised salary rates are set out in Schedule 3 as follows:

S3 Part 1	Academic Staff
S3 Part 2	General Staff
S3 Part 3	Casual/sessional academic staff
S3 Part 4	Academic and General staff employed at University House

12.1.4 Progression between the salary steps specified in Parts 1, 2 and 4 of Schedule 3 will be determined, in accordance with clause 36, by reference to the range of duties and responsibilities within a classification/level and, at the individual level, by the acquisition and application of new skills and knowledge which permit a staff member to perform at a higher level within a particular classification/level.

12.2 Once-off Bonus - University House

12.2.1 All staff employed on standard and fixed term appointments at University House on the date of certification of this Agreement will be paid a once-off bonus of \$1,000.00 gross.

12.2.2 The once-off bonus payment will be made via the University payroll system within one month of the date of certification of this Agreement. However, a staff member may elect to have the bonus paid into the Tertiary Education Superannuation Scheme (TESS).

12.2.3 Nothing in this clause will affect the salary rate of any staff member or the employer superannuation contribution in relation to any staff member.

12.3 Casual general staff

A casual general staff member will be employed by the hour and paid an hourly rate, being 120% of the hourly rate derived from the annual salary (normally the base of the range) applicable to the appropriate ANU Officer grade.

12.4 Casual/sessional academic staff

A casual/sessional academic staff member will be paid at the rates set out in Part 3 of Schedule 3.

12.5 Apprentices and Trainees

Apprentice and trainee technical officer

12.5.1 The minimum rates for apprentices and trainee technical officers are set out in the following table:

Period	Apprentice (% of base rate of ANUO3)	Trainee technical officer (% of base rate of ANUO4)
First 6 months	40	87.5
Second 6 months	45, subject to University satisfaction with performance	87.5
2nd year	60	92
3rd year	75	96
4th year	90	96

Trainee salaries

12.5.2 Trainees appointed in accordance with paragraph 8.2.2(j) will be paid at the relevant salary rate specified in the following table:

Years out of school*	Salary (% of ANUO1 base salary)	
	Highest year of schooling completed	
	Year 10	Year 11 or 12
1	42	51
2	51	60
3	60	69
4	69	79
5 or more	79	79

* Years out of school are determined on 1 January and include any periods of schooling which do not result in a completed year of schooling.

13. Supported salary rates for staff with disabilities

A person to whom clause 42 applies will be paid 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%, he or she will receive a high degree of assistance and support.

14. Superannuation

- 14.1 The University will maintain employer superannuation contributions for all eligible current and new staff, in accordance with this clause.
- 14.2 The University will pay 17% of salary to the Superannuation Scheme for Australian Universities (SSAU) and the Tertiary Education Superannuation Scheme (TESS) combined for all current and new staff who are eligible to be members of SSAU and TESS and eligible for a 17% employer superannuation contribution as at the date of certification of this Agreement. Further, the University is committed to making a total contribution at the level of 17% towards the benefits available to such staff even if the SSAU Trust Deed, and/or the Deed of Covenant between SSAU and the University and/or the TESS Award 1988, are varied.
- 14.3 Existing arrangements will be maintained for current and new employees who are not eligible for a 14% SSAU employer superannuation contribution or who opt for half employee and employer contributions.
- 14.4 Should any amendment to the SSAU Trust Deed make it possible during the life of this Agreement for employer or employee members of SSAU to reduce their contributions, the parties to this Agreement will hold discussions with a view to allowing individual staff members the flexibility (at their initiation) to receive part of that employer contribution as additional salary, and/or to reduce the employee contribution. The parties will also hold discussions on any possible implications of a merger between SSAU and TESS should such a merger take place during the life of the Agreement.

- 14.5 Should any amendments to the Commonwealth Superannuation Scheme (CSS) or the Public Service Superannuation Scheme (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.

Allowances


15. Allowances

- 15.1 The University will pay allowances to staff in accordance with Schedule 4.
- 15.2 Subject to sub-clause S4.12 of Schedule 4, the University will adjust allowances annually on the date of effect of salary increases specified in sub-clause 12.1.1 by:
- (a) the rate of salary increase taking effect on the date of adjustment of the allowance;
 - (b) the level of indexation of university 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.
- The method of indexation of each allowance is specified in Schedule 4.

Other benefits

16. Salary sacrificing

- 16.1 The parties agree that, notwithstanding the salary rates specified in Schedule 3 of this Agreement, a staff member holding a standard or a fixed term appointment may opt to have his or her salary converted to benefits up to a total limit of 30% of gross salary.
- 16.2 The University will offer the following benefits to staff:
- (a) member contributions to the Superannuation Scheme for Australian Universities (SSAU);
 - (b) extra superannuation payments to the Tertiary Education Superannuation Scheme (TESS).
 - (c) extra superannuation payments to a complying superannuation fund as defined in the *Superannuation Industry (Supervision) Act 1993*;
 - (d) fees for the provision of on campus childcare for the dependent children of staff; and
 - (e) on campus parking fees.

- 16.3 A staff member may elect in writing for the University to pay one or more of the benefits specified in sub-clause 16.2 and will have his or her gross salary reduced by the total value of those benefits.
- 16.4 The staff member may elect to commence salary sacrifice arrangements on the commencement of employment and thereafter to commence, terminate or change arrangements at 6 monthly intervals, as determined by the University.
- 16.5 The parties agree that if legislative or other changes result in increased cost to the University arising from the arrangements provided under this clause, the University may elect to discontinue some or all of these arrangements, except where staff members agree to pay the additional costs.
- 16.6 Sub-clause 16.1 notwithstanding, the salary rates specified in Schedule 3 of this Agreement will be used as the basis for calculating:
- (a) termination payments, including superannuation, annual leave and long service leave;
 - (b) redundancy, severance or early retirement benefits;
 - (c) overtime and shift payments; and
 - (d) loadings, allowances and deductions which are calculated as a percentage of salary.
- 17. Payroll services**
- 17.1 Salaries and wages (including overtime and special loadings, if any) will be paid fortnightly.
- 17.2 The University will, subject to the payment of an agreed collection fee reflecting reasonable administrative and other costs to the University, deduct union dues from a staff member's pay upon presentation to it of an authorised form, signed by the staff member and specifying the amount to be deducted, and remit such deductions to the union fortnightly.
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Section 2 Continuity of service**18. Periods between fixed term appointments**

For the purpose of determining service entitlements of a fixed term staff member, breaks between fixed term appointments of up to 2 times per year and of up to 8 weeks for each break are deemed not to constitute breaks in continuous service.

19. Periods of leave

19.1 An absence of a staff member on paid leave counts as service for all purposes.

19.2 An absence of a staff member on approved leave without pay, including unpaid parental leave:

- (a) does not break continuity of service; but
- (b) does not count for service for accrual of recreation leave, long service leave, sick leave or any other like purpose.

Maternity leave, whether paid or unpaid, up to the 12 week maximum will count as service for all purposes.

20. Recognition of prior service at other Australian universities

Prior service at another Australian university will be recognised as qualifying service for the purposes of the University's Outside Studies Program, provided that the break between appointments is not more than 8 weeks and the study leave accrual arising from prior service does not exceed 6 months.

Section 3 Hours of work for general staff**21. Ordinary hours**

21.1 The ordinary hours of work (exclusive of meal times) for all categories of general staff, will be 35 per week, except that the ordinary hours of work for staff members employed in the Hospitality stream at University House shall be 38 per week.

21.1.1 The 38 hour week for staff members employed in the Hospitality stream at University House shall be arranged in accordance with Schedule 5.

21.2 The ordinary spans of hours will be as described in the following table:

Classification stream	Span of hours
Grounds	6.00am to 5.00pm
Attendant, Printing, Security, Cleaning	7.00am to 5.00pm
Maintenance	7.30am to 4.00pm
Stores, Technical/Draughting/Illustrating	8.30am to 5.00pm
Administration, Engineer, Information Technology, Library, Professional, Research	9.00am to 5.00pm
Hospitality	6.30am to 7.30pm

22. Flexible working hours

22.1 The ordinary hours of work prescribed in clause 21 may be varied by the agreement of the parties where:

- (a) the nature of the work performed requires ordinary hours to be worked at times other than as prescribed, in which case the ordinary hours of an employee or of a category of employees will be worked to suit the needs of the University, and the employee or category of employees concerned will be liable to work these hours; or
- (b) increased flexibility will be of benefit to a staff member or staff members and will not be to the operational detriment of a work area.

22.2 In relation to sub-clause 22.1(a), the parties agree that:

- (a) a staff member employed part time or on a casual basis to work

- (i) as an invigilator at examinations;

- (ii) as a field interviewer; or

- (iii) in the Library, the Drill Hall Gallery or the ITA Gallery;

outside ordinary working hours on other than public holidays will be paid the ordinary rate of pay applying to the ANU Officer Grade to which he or she is appointed; and

- (b) 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:

- (i) they do not exceed 70 hours in a fortnight commencing on the day on which the night work begins; and

- (ii) 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 as above is impracticable, a rostered night assistant may be employed on day time duties.

23. Breaks**23.1 Meal Breaks**

23.1.1 A general staff member is entitled to a meal break of not less than 30 minutes after 5 consecutive hours of work. Such a meal break does not count as time worked.

23.1.2 A shift worker is entitled to not less than 20 minutes for a meal break during the first 5 hours of a shift. Such a meal break will be counted as time worked.

23.2 Tea Break

A general staff member is entitled to a 10 minute tea break each morning and afternoon. Tea breaks are counted as time worked. However, local agreements may exist from time to time which supersede this sub-clause.

23.3 Safety Break

Where emergency work is undertaken or overtime is being worked in technical or similar areas, a safety break of 20 minutes must be given and taken on completion of every 4 hours of work. Safety breaks are counted as time worked.

23.4 Changing Time

Where working conditions so require, 5 minutes will be allowed prior to the commencement time of a meal break and prior to the completion of work for the purpose of washing and changing. However, local agreements may exist from time to time which supersede this sub-clause.

Shift work and penalty rates/annualised allowance**24. Shift work****24.1 General application**

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

24.1.2 Where shift work is required, the University will provide a shift work roster. Rostered times must not be changed unless at least 7 days' notice is given to the staff member concerned, except that in circumstances beyond the control of the University, the shifts on a roster may be changed with 48 hours' notice or by mutual consent between a staff member and supervisor.

24.1.3 All time worked by a staff member engaged on shift work outside the rostered hours of ordinary work for a shift on any day will be paid at overtime rates.

24.1.4 Places in a shift roster may be interchanged by mutual agreement between the staff members concerned and the supervisor.

24.1.5 Where less than 7 days' notice has been given, and a staff member is required to work on a rostered day off, the employee will be paid overtime for the time worked on that day.

24.2 Shift work - all staff other than those employed in the Hospitality stream

24.2.1 For the purpose of sub-clause 24.2.3, shifts are as defined as follows:

- (a) 'Morning shift' means a shift which commences at or after 4.00am but before 6.00am and finishes at or before midday;

- (b) 'Afternoon shift' means a shift which finishes after 6.00pm (except, for cleaners and security staff, in which case the finishing time is after 7.30pm) but not later than midnight; and
- (c) 'Night shift' means a shift which finishes after midnight but not later than 8.00am.

24.2.2 The normal hours of work of a staff member engaged on shift work must not exceed 35 per week when averaged over a cycle of shifts.

24.2.3 A staff member who works shift work will be entitled to penalty rates in accordance with the following table:

Shift		Rate (%of the hourly rate applicable to the appropriate ANU Officer grade)	
		Staff other than casual	Casual staff*
Monday - Friday	Morning	115%	135%
	Afternoon	115%	135%
	Night	130%	150%
Saturday		150% max	170% max
Sunday		200% max	200% max
Public Holiday		250% max	250% max

* These rates are inclusive of and not additional to the 20% casual loading referred to in sub-clause 8.4.4.

24.3 Shift work - staff members employed in the Hospitality stream

24.3.1 Monday to Friday

(a) Staff members rostered on a shift to commence before 6.30am or finish after 7.30pm on any day, Monday to Friday inclusive, shall be paid at the following rates:

Rate (%of the hourly rate applicable to the appropriate ANU Officer grade)	
Staff other than casual	Casual staff*
115%	135%

(b) Any staff member who is regularly rostered for at least six hours duty after 10.30pm or who is regularly rostered to commence shifts at or before 4.00am shall be paid at the following rates:

Rate (%of the hourly rate applicable to the appropriate ANU Officer grade)	
Staff other than casual	Casual staff*
130%	150%

* These rates are inclusive of and not additional to the 20% casual loading referred to in sub-clause 8.4.4.

24.3.2 For the purpose of paragraph 24.3.1(b) the term 'regularly rostered' applies to the situation where the staff member does not rotate or alternate with other employees on day work so as to give at least 1/3rd of the staff member's working time off night shift.

24.3.3 Weekends and Public Holidays

Shift	Rate (%of the hourly rate applicable to the appropriate ANU Officer grade)	
	Staff other than casual	Casual staff*
Saturday	150% max	170% max
Sunday	200% max	200% max
Public Holiday	250% max	250% max

* These rates are inclusive of and not additional to the 20% casual loading referred to in sub-clause 8.4.4.

24.3.4 The normal hours of work of a staff member employed in the Hospitality Stream at University House must not exceed 38 per week when averaged over a cycle of shifts.

24.4 Annualised shift allowance

A security officer working within the John Curtin School of Medical Research and Facilities and Services Division, or any other area of the University where it is agreed by the manager and the staff that annualised arrangements should apply, will be paid an annual allowance *in lieu* of all shift entitlements, as specified in sub-clause S4.8 of Schedule 4.

24.5 Circumstances where shift penalty rates are payable or not payable

24.5.1 The rates in sub-clauses 24.2 and 24.3 will not be payable for overtime hours (in which case the rates specified in sub-clause 25.1.1 will apply), or where an annualised shift allowance is paid *in lieu* of penalty rates.

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

24.5.3 Except for those on annualised shift allowances, a shift worker who is on sick leave or long service leave will, for the period of the leave, not be paid the loading which he or she normally receives.

24.6 Trainees

A trainee will not work shift work unless the parties agree that such shift work makes provision for approved training.

25. Overtime

25.1 Rates of pay

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

Time of work	Rate (% of the hourly rate applicable to the appropriate ANU Officer grade)*
Monday to Friday	150% for first 3 hours, 200% thereafter
Saturday	150% for first 3 hours, 200% thereafter
Sunday	200%
Public holiday	250%

* Casual staff members are not eligible to be paid the 20% casual loading referred to in sub-clause 8.4.4 for overtime work.

25.1.2 The rates of pay prescribed in sub-clause 25.1.1 will not apply:

- (a) for staff employed above the level of ANU Officer Grade 7;
- (b) where the requirement to work overtime was not approved by the supervisor prior to being worked;
- (c) for staff where sub-clause 22.2 specifically provides otherwise;
- (d) to an observatory night assistant, who will be paid at the following rates for all time worked in excess of 70 hours in a fortnight:
 - (i) 150% of the ordinary hours pay rate for the first 8 hours of overtime; and
 - (ii) 200% of the ordinary rate thereafter;
- (e) to staff receiving an overtime allowance in accordance with sub-clause 25.2.

25.1.3 A shift worker will be paid at the ordinary time rate, exclusive of penalty rates, for a public holiday which falls on any Monday to Friday inclusive, except that he or she will be paid at the public holiday rate for time actually worked on that day.

25.1.4 Where a shift worker works overtime, the overtime rate prescribed in sub-clause 25.1.1 will be in substitution for and not cumulative upon a shift loading.

25.2 Overtime allowance

25.2.1 A staff member who works regular overtime may be paid an overtime allowance in lieu of the overtime payments prescribed in this clause, to compensate for all overtime worked.

25.2.2 The delegate may approve payment of an overtime allowance to a staff member above the level of ANU Officer Grade 7 where that staff member's duties necessitate long working hours and/or significant hours of work outside the normal span of hours.

25.3 Overtime conditions

Requirement to work overtime

25.3.1 A staff member may be required to work reasonable overtime.

Availability duty

25.3.2 The University may place a staff member on availability duty on a daily basis. A staff member on availability duty must remain able to be contacted by telephone and attend the University as required within an agreed time.

25.3.3 A staff member employed up to and including the level of ANU Officer Grade 7 is entitled to an allowance in accordance with sub-clause S4.4 of Schedule 4 for the period for which he or she is on availability duty.

Notice periods

25.3.4 A staff member who is not on availability duty is entitled to 24 hours' notice that he or she is required to work overtime on a Sunday or public holiday. Where notice is less, the staff member will be paid a short notice call allowance at the level specified in sub-clause S4.4 of Schedule 4.

25.3.5 A staff member is entitled to 6 hours' notice of cancellation of overtime. Where notice is less, the staff member will be paid a cancellation allowance at the level specified in sub-clause S4.4 of Schedule 4.

Additional meal break

25.3.6 A staff member who is required to work more than 2 hours' overtime immediately after completion of his or her ordinary hours of work is entitled to:

- (a) an additional meal break of not more than one hour; and
- (b) a meal allowance at the rate specified in sub-clause S4.4 of Schedule 4.

Time off in lieu of overtime payment

25.3.7 Time off in lieu of an overtime payment (for a period equivalent to the overtime rate) may be taken at the request of the staff member with the agreement of the supervisor.

Overtime not continuous with ordinary hours

25.3.8 Where a staff member is required to work overtime that is not continuous with his or her ordinary hours, the staff member is entitled to:

- (a) be paid for a minimum of 4 hours at the appropriate overtime rate, unless he or she is paid an availability allowance; and
- (b) a travelling allowance at the rate specified in sub-clause S4.4 of Schedule 4.

25.3.9 Sub-clause 25.3.8 will not apply where the interval between the completion of the staff member's ordinary hours and the commencement of overtime is a meal break of not more than 2 hours which has been agreed between the staff member and his or her supervisor.

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

Rest relief after overtime

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

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

Assistance with transport

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

Section 4 Leave

26. Provisions applying to all leave

26.1 Casual staff

The 20% loading paid to casual staff is *in lieu* of all leave entitlements, including long service leave.

26.2 Part time staff

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.

26.3 Time of taking leave

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.

27. Recreation leave

27.1 Principles

27.1.1 The parties recognise that recreation leave is a benefit to both the University and to its staff and should be taken to ensure refreshment which is in the interests of both parties. Therefore:

- (a) staff members should be encouraged to use their leave to provide an adequate break from work;
- (b) staff members with sufficient credits should be able to take at least 20 days recreation leave in an unbroken period; and
- (c) subject to sub-clause 27.1.3, the timing of when leave is taken should be mutually agreed in advance between the staff member and the supervisor, but will not be unreasonably refused by either person with appropriate notice taking into account the operational requirements of the work area and the personal circumstances of the staff member.

27.1.2 No staff member will lose leave entitlements and, with the exception of an academic staff member on a standard appointment or an academic staff member on a fixed term appointment of more than 3 years, all unused entitlements will be paid out on termination.

27.1.3 It is recognised that some areas may have operational restrictions on when leave is taken and that others will have periods during which leave cannot be taken or during which leave must be taken. It is also recognised that staff on externally funded fixed term contracts may be required to take accrued leave prior to the expiry of their appointment.

27.2 Annual Recreation Leave Entitlement

27.2.1. A staff member is entitled to 20 days' recreation leave for each completed year of service, except that:

- (a) a staff member employed in areas of the University which close between Boxing Day and New Years Day will be entitled to those days as additional recreation leave;
- (b) a general staff member employed on permanent or rotating shifts will be entitled to an additional 5 days' recreation leave;
- (c) a general staff member employed at the Warramunga Seismic Array Unit will be entitled to an additional 7 days' recreation leave;
- (d) a general staff member employed at the North Australia Research Unit will be entitled to an additional 5 days' recreation leave;
- (e) A general staff member employed at the Siding Spring Observatory, Coonabarabran, will be entitled to an additional 2 days' recreation leave.

27.2.2 Recreation leave will accrue on a fortnightly basis from commencement of employment and, subject to sub-clause 27.1.1 may be taken as it accrues.

27.2.3 Recreation leave cannot be taken in advance of accruals except in exceptional circumstances to be determined by the delegate. Such circumstances may include the taking of recreation leave accruing during a fixed term contract prior to the expiry of the contract. Recreation leave taken in advance will be deducted from termination pay where the recreation leave balance remains in debit.

27.3 Restrictions on Accruing Recreation Leave

27.3.1 For an academic staff member on a standard appointment or an academic staff member on a fixed term appointment of more than 3 years, recreation leave must not accrue beyond 40 days and will be deemed to have been taken in full during the period of employment.

27.3.2 For general staff on permanent or rotating shifts or general staff employed at the Warramunga Seismic Array Unit or the North Australia Research Unit, recreation leave should not accrue beyond 50 days.

27.3.3 For all other staff, recreation leave should not accrue beyond 40 days.

- 27.3.4 Subject to sub-clause 27.3.7, where a staff member has accrued excess leave, and has not applied for leave which will eliminate the excess, the supervisor will notify the staff member that leave must be taken at a mutually agreed time within the next 6 months. The amount of leave to be taken, which includes that accrued during the notice period, must be sufficient to reduce the staff member's credit to below the maximum on return to work.
- 27.3.5 Subject to sub-clause 27.3.7, where a staff member has not reduced excess leave accruals in accordance with sub-clause 27.3.4, the delegate will provide the staff member with not less than 10 days' written notice that recreation leave to the extent of the excess must be taken. Such notice will state the commencement and termination dates of such leave which will reduce accruals to the maximum, but not less than the maximum.
- 27.3.6. Additional recreation leave which arises from the conversion of overtime or through the averaging of part time salaries, will not be counted towards the maximum leave accrual and, once administrative systems are available, will be recorded separately.
- 27.3.7. A staff member who accrues recreation leave during absences on extended sick leave, or workers compensation leave, may be exempted from sub-clause 27.3.4.

27.4 Illness Whilst On Recreation Leave

If a general staff member becomes ill during a period of recreation leave and that illness is substantiated by a medical certificate, the staff member may take that period as sick leave and his or her recreation leave entitlement will be recredited accordingly.

27.5 Recreation Leave Loading

- 27.5.1 A staff member is entitled to payment of an annual recreation leave loading (RLL) equal to 17.5% of 20 days' base salary, accruing on a fortnightly basis, except that:
- (a) the maximum RLL payable will not exceed the Average Weekly Earnings for all males in the August 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 recreation leave will not be eligible for RLL if his or her penalty rate, or allowance rate, is equivalent to, or exceeds, 17.5% of 20 days' pay;
 - (c) a staff member who continues to receive penalty rates, or an associated allowance, while on recreation leave which is less than 17.5% will be eligible for payment of RLL equivalent to the difference between such rates and 17.5% of 20 days' pay.
- 27.5.2 Accrued RLL will be paid in the second pay of each calendar year.

27.5.3 On termination, RLL credits will be paid out.

28. Sick leave – general staff

28.1 A staff member will be credited annually from the date of appointment and for a period of three years with paid sick leave of 15 days per annum and 20 days per annum thereafter.

28.2 Sick leave credits are cumulative.

28.3 Where a staff member takes sick leave exceeding 3 consecutive working days, a medical certificate must be submitted with the application for leave. In addition, the delegate may require an employee to provide a medical certificate for any absence if the delegate considers such a request is warranted.

28.4 Where reasonable circumstances exist, the delegate may approve an employee taking part of his or her sick leave entitlement as additional days on a half pay basis.

28.5 A seriously ill employee who has used all sick leave credits and who is suffering substantial hardship may apply to the University for assistance for the duration of his or her illness.

28.6 War service sick leave

28.6.1 A staff member is eligible for additional sick leave if he or she has rendered continuous full time service outside Australia as a member of a unit of the Defence Force that was allotted for duty or served in an operational area described in schedule 2 of the *Veterans' Entitlements Act 1986* during the specified period.

28.6.2 An eligible staff member is entitled to:

- (a) a special credit of 9 weeks on commencement of duty; and
- (b) an annual credit, in addition to the normal sick leave credit, of 15 days which may accumulate to a maximum of 45 days in addition to normal sick leave credits.

29. Parental leave

29.1 For the purposes of this Agreement, leave associated with pregnancy and the birth of a child has two components:

- (a) maternity leave, which is up to 12 weeks' paid leave normally commencing 6 weeks before the expected date of birth and which is available only to the mother; and
- (b) parental leave, which is up to 40 weeks' unpaid leave which may be taken by the mother, or up to 52 weeks' unpaid leave which may be taken by her spouse, in the 66 weeks following the birth of the child to allow that parent to undertake the primary duty of care of the child.

'Spouse' includes a *de facto* and/or same sex partner.

29.2 Maternity leave

29.2.1 A standard or fixed term staff member who has become pregnant is entitled to 12 weeks' paid maternity leave, except that:

- (a) a staff member who has been continuously employed by the University for less than 12 months prior to the commencement of maternity leave is entitled to be paid only for the period between completion of 12 months continuous service and the end of the first 12 weeks of maternity leave;
- (b) a staff member who has been granted leave without pay for more than 6 weeks and who has taken at least 6 weeks of that leave without pay is not eligible for maternity leave until the end of the approved period of leave without pay. Such a staff member is not eligible for pay for any part of the maternity leave which falls within the period of approved leave without pay; and
- (c) a fixed term staff member is not entitled to maternity leave extending beyond the date on which her contract expires.

29.2.2 The staff member will commence maternity leave 6 weeks before the expected date of birth unless she provides a medical certificate declaring that she is fit for duty.

29.2.3 The maternity leave taken will be paid at the staff member's substantive salary. Where a staff member has changed temporarily to a reduced hours position because of the pregnancy, the relevant salary when taking maternity leave will be the substantive salary paid immediately before the hours of work were reduced.

29.2.4 As part of the University's flexible work practices, the twelve weeks maternity leave entitlement can be taken as 24 weeks at half pay. Approval to take such extended leave on half pay will be subject to the operational requirements and financial considerations of the work area. The decision is at the discretion of the local area delegate. All leave accruals and superannuation contributions during the period of maternity leave at half pay will be on a pro rata basis.

29.3 Parental leave

Where the staff member will not be the primary care-giver of the child

29.3.1 A staff member who is the spouse of a woman who has given birth is entitled to one week's parental leave without pay immediately after the birth of the child.

Where the staff member will be the primary care-giver of the child

29.3.2 A standard or fixed term staff member who has given birth is entitled to 40 weeks leave without pay following maternity leave, to be taken in the 66 weeks immediately following the birth.

29.3.3 A standard or fixed term staff member who is the spouse of a woman who has given birth is entitled to 52 weeks leave without pay, to be taken in the 66 weeks immediately following the birth, provided that the staff member:

- (a) has been continuously employed by the University for not less than 12 months prior to the commencement of the parental leave; and
- (b) will be the primary care-giver of the child during the period of leave.

Where both partners work at the University

29.3.4 Where both partners are employed by the University, they may share the primary care-giver responsibility for the child. Except for the one week period immediately after the birth of the child:

- (a) the entitlement to parental leave is reduced by any period of parental leave taken by the staff member's spouse in relation to the same child; and
- (b) a staff member cannot take parental leave at the same time as the staff member's spouse.

29.4 General conditions for maternity leave and parental leave

Application for maternity leave and parental leave

29.4.1 Application for maternity leave and parental leave, except that specified in sub-clause 29.4.3, must be made not less than 10 weeks before the expected date of birth. In circumstances where this is not reasonably practicable, application should be made as soon as possible.

29.4.2 The application must include:

- (a) a medical certificate stating the expected date of birth of the child; and
- (b) in the case of a spouse applying for parental leave in excess of one week immediately following the birth:
 - (i) a statement of the period of maternity and parental leave applied for and taken by the spouse; and
 - (ii) a declaration that the staff member will be the primary care-giver in the period of leave.

29.4.3 Application by a spouse for leave not exceeding one week following birth should be made not less than 4 weeks before the expected date of birth.

Application for extension of leave

29.4.4 Where a staff member has not applied for the maximum leave entitlement, a further application may be made at any time during the period of previously approved leave provided that the application is made at least 2 weeks before the end of the approved leave period.

Taking other forms of leave

29.4.5 A staff member is entitled to use her or his recreation leave and long service leave entitlements instead of unpaid maternity leave and parental leave at any time she or he elects within the period of approved leave, provided that the period of leave does not exceed 52 weeks.

29.4.6 The staff member may vary her or his leave to use recreation or long service leave entitlements, in accordance with the provisions of this Agreement for those forms of leave, other than notice periods, at any time.

29.4.7 Paid sick leave may be granted for any period of unpaid maternity leave and parental leave subject to provision of a medical certificate satisfactory to the University.

Return to work

29.4.8 Where a staff member has commenced maternity and/or parental leave and

- (a) the pregnancy terminates without the birth of a living child, or the child later dies;
- (b) the staff member ceases to be the primary care-giver to the child; or
- (c) there is other material change in the circumstances which led to the leave being approved;

the staff member may notify the University that she or he wishes to return to work. In this case the University will advise, in writing, the date on which the staff member can return to work. That date will be no later than 4 weeks from the date on which the notification was received.

29.4.9 Where a staff member has commenced maternity and/or parental leave and

- (a) the pregnancy terminates without the birth of a living child, or the child later dies;
- (b) the staff member ceases to be the primary care-giver to the child; or
- (c) there is other material change in the circumstances which led to the leave being approved;

the University may notify the staff member that she or he must return to work on a specified day not less than 4 weeks after the notice is given, except that a staff member may remain on available maternity leave or take available sick leave for that period which a medical practitioner certifies to be necessary before her return to work.

29.4.10 A staff member is entitled to return from parental and maternity leave to the position she or he held immediately before starting the leave, except that if the staff member:

- (a) was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;

- (b) began working part time because of the pregnancy, the relevant position is the position held immediately before the staff member began working part time; and

- (c) immediately before starting maternity or parental leave, was acting in or temporarily performing the duties of a position, the relevant position is the position held by the staff member immediately before taking the acting or temporary position.

29.5 Parental leave associated with adoption and guardianship

29.5.1 A standard or fixed term staff member is entitled, in respect of the placement of a child with the staff member for adoption or unexpected legal guardianship, to each of the following:

- (a) an unbroken period of up to 3 weeks' unpaid leave ('short adoption leave') to enable the staff member, or the staff member and the staff member's spouse, to care for the child; and
- (b) a period of up to 52 weeks of unpaid leave ('long adoption leave') in the 66 weeks following receiving the child in order to be the child's primary care-giver.

29.5.2 The University must grant the leave referred to in sub-clause 29.5.1 if all of the following circumstances apply:

- (a) the child is to be, or has been, placed with the staff member for adoption or guardianship;
- (b) as a result of the placement, the staff member is to provide, or provides, care for the child;
- (c) the child will be, at the proposed date of the placement, or was at the date of placement, under the age of 5 years (except, in the case of short adoption leave in the circumstance of unexpected guardianship, the child is less than 18 years of age);
- (d) the child is not a child or step-child of the staff member or the staff member's spouse;
- (e) the child will not have, or had not, at the date of placement, previously lived with the staff member for a continuous period of 6 months or more; and
- (f) the staff member will complete, or had completed, a period of at least 12 months' continuous service with the University before the date of commencement of the leave.

Application for parental leave for adoption or guardianship

29.5.3 The staff member must apply for parental leave as soon as possible after receiving notice of adoption or guardianship.

29.5.4 The application must include:

- (a) a statement from the adoption agency of the proposed date of placement of the child, or a statement from the appropriate government authority that the staff member or the staff member's spouse has been made a legal guardian, or a statutory declaration setting out the circumstances where, in the case of an emergency, the staff member requires parental leave pending formal guardianship arrangements; and
- (b) where the staff member seeks parental leave in excess of 3 weeks:
 - (i) a statement of the period of parental leave applied for and taken by the spouse; and
 - (ii) a declaration that the staff member will be the primary care-giver in the period of leave.

General parental leave conditions to apply

29.5.5 In the case of parental leave taken for adoption and guardianship purposes, the same conditions will apply as for parental leave after birth.

30. Long service leave

Accrual

30.1 A standard or fixed term staff member will accrue long service leave at the rate of 0.2492 days per fortnight of paid employment (equivalent to 13 weeks for each 10 years of continuous paid service).

Leave conditions

30.2 A staff member may take all or part of his or her 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 and minimum period requirements.

30.3 The minimum period of long service leave which may be taken is 2 weeks.

30.4 The entitlement of a staff member who takes long service leave or who receives a payment *in lieu* of long service leave will be based on the salary of the staff member at the time of commencement of leave or at the time of the payment. For the purposes of long service leave, the salary will include:

- (a) 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
- (b) long service allowance at the rate in force at the date of commencement of leave or the date of payment.

- 30.5 A staff member who has accrued more than 13 weeks' long service leave entitlements may apply for payment *in lieu* of that part of the accrual which is in excess of 13 weeks provided that:
- (a) the payment is made in association with the staff member taking a minimum of 4 weeks' recreation or long service leave, or
 - (b) the payment is made to assist in a career objective, requiring absence from the campus in excess of 3 weeks.
- 30.6 Approval to take extended leave on half pay (instead of a shorter period on full pay) will be subject to the operational requirements of the University.
- 30.7 Subject to the conditions governing recreation leave, a staff member may add to the period of absence on long service leave:
- (a) recreation leave; and
 - (b) a public holiday which falls within or adjoins the long service leave period.
- 30.8 A staff member may apply for sick leave during a period of long service leave subject to provision of a medical certificate.

Part time employment

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

Notice periods

- 30.10 Where a staff member gives not less than 6 months' notice, the time of taking long service leave will be at his or her choosing, unless the University establishes in exceptional circumstances that arrangements cannot reasonably be put in place that would allow the leave to be taken at the requested time.
- 30.11 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.
- 30.12 This notice period does not apply where a staff member applies for long service leave during a period of approved unpaid maternity or parental leave.
- 30.13 A staff member who has accrued more than 19.5 weeks' long service leave entitlements may be required, on 12 months' written notice, to take up to 13 weeks of such leave at a time convenient to the University, except that a staff member who has given written notice of his or her intention to retire must not be required to take long service leave within 24 months of retirement.

Pay-out on cessation of employment

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

Circumstances	Minimum qualifying period (years)
Retirement, redundancy, termination for reasons of medical incapacity, death in service	4
Resignation, dismissal	7

31. Other leave**31.1 Family leave**

- 31.1.1 Where a staff member has responsibility for the care of an immediate family member (spouse, including *de facto* and same sex partner, former spouse, son or daughter, parent, parent-in-law, grandparent, grandchild, or brother or sister of the staff member or spouse) who is ill, the staff member may use his or her sick leave entitlement for absences necessary to provide care and support. The application of this provision may be extended at the discretion of the delegate beyond an immediate family member for whom the staff member has responsibility of care to broader dependent relationships.
- 31.1.2 Applications for family leave in excess of 3 consecutive working days must be accompanied by a medical certificate which states that the staff member is required to attend the ill family member.

31.2 Special leave

Special leave with pay on compassionate or other appropriate grounds may be granted by the delegate where the application is supported by a statement of the circumstances, for a period normally not exceeding 3 days per year.

31.3 Bereavement leave

Up to 3 days' leave with pay in addition to special leave may be granted by the delegate on the death of an immediate family member (spouse, including *de facto* and same sex partner, former spouse, son or daughter, parent, parent-in-law, grandparent, grandchild, or brother or sister of the staff member or spouse).

31.4 Ceremonial leave

- 31.4.1 An Indigenous Australian staff member may apply to use his or her Special Leave to participate in cultural events of significance to Indigenous Australians.
- 31.4.2 The delegate may grant up to two extra days paid Ceremonial Leave. Such extra leave will only be granted in circumstances where, for reasons contemplated by this clause, an Indigenous Australian staff member requires more time away from

work than is available to him or her within the Special Leave Category. Such leave will not be refused unreasonably.

31.5 Blood donor leave

A staff member other than a casual employee is entitled to reasonable paid leave for the purpose of donating blood. Notwithstanding this entitlement, a staff member should donate blood outside working hours wherever this is reasonably practicable.

31.6 Jury and witness service

A staff member summoned as a prospective juror or a witness will be granted paid leave for the period necessary for his or her attendance at court or before the Australian Industrial Relations Commission. The staff member must pay to the University any fees received for such jury or witness service. Alternatively the staff member may take any paid recreation or long service leave to which he or she is entitled and retain the fee.

31.7 Leave for defence service training

The delegate may grant up to 20 working days' leave with pay annually to a staff member who is a member of the Australian Defence Reserve for the purpose of training as a member of the Navy, Army or Air Force.

32. Holidays and University closure

32.1 Any day gazetted or proclaimed as a public holiday in the Territory or State in which a staff member works will be allowed to him or her 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.

32.2 A delegate will have discretion as to whether a school, faculty, University Centre or other organisational unit closes during the entire Christmas-New Year period. 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.

32.3 In the case of a staff member within the attendant, cleaner, grounds, hospitality, maintenance, printing and security streams, the ACT Trades and Labour Council's picnic day will be regarded as a public holiday for all purposes of this Agreement.

33. Leave without pay

The delegate may grant an application for leave without pay.

Section 5 Remote localities**34. Special conditions for staff of NARU, Warramunga Seismic Array and Siding Spring Observatory****34.1 District allowance**

34.1.1 A standard 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, Coonabaraban	540	1069
Northern Australia Research Unit, Darwin	1410	2590
Warramunga Seismic Array Unit, Tennant Creek	3184	5146

34.1.2 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 Federal Minimum Wage, as determined by the Australian Industrial Relations Commission.

34.1.3 The district allowance will be indexed in accordance with sub-clause 15.2(b), commencing 2001 (refer sub-clause S4.12 of Schedule 4).

34.2 Leave fares assistance

34.2.1 Subject to sub-clause 34.2.2, a standard or fixed term staff member who is required to work at:

- (a) the Northern Australia Research Unit, Darwin; or
- (b) the Warramunga Seismic Array Unit, Tennant Creek; and

reside in the vicinity of the facility is eligible for leave airfares assistance.

34.2.2 A staff member appointed after the date of certification of this Agreement will not be entitled to the leave airfares assistance specified in sub-clauses 34.2.3 and 34.2.4 if he or she was resident in the Northern Territory prior to appointment, provided that a staff member so appointed to work at the Warramunga Seismic Array Unit will be entitled to an amount equal to a return economy class airfare from the facility to Darwin for himself or herself and each eligible dependant (as defined in sub-clause 34.1.2).

34.2.3 Upon completion of 12 months' service and subject to satisfactory evidence of travel, an eligible staff member will be paid an amount equal to a return economy

class airfare from the facility to Adelaide for himself or herself and each eligible dependant (as defined in sub-clause 34.1.2).

- 34.2.4 Where an eligible staff member declares that he or she will visit the ANU campus for work-related purposes during his or her 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 sub-clause 34.1.2) *in lieu* of the provision in sub-clause 34.2.3.

Part 5: Performance management

35. Probation

35.1 Probationary periods

35.1.1 An initial appointment to the University, whether full time or part time, may contain a probationary period, as specified in the following table.

Type of appointment	Probationary period
Academic staff fixed term	maximum of 25% of the period of the fixed term appointment or 12 months, whichever is less
General staff fixed term	maximum of one sixth of the period of the fixed term contract or 6 months, whichever is less
Academic staff standard	normally 3, to a maximum of 5 years
General staff standard	maximum of 6 months

35.1.2 Nothing in this clause, or clause 36 in the case of a standard academic appointment, prevents confirmation of appointment at any time during the probationary period.

35.2 Confirmation or annulment of appointment (other than a standard academic appointment)

35.2.1 Where a staff member has a probationary period specified in accordance with paragraph 9.6(d), the staff member will, upon commencement of employment, be provided with criteria which he or she will be required to satisfy for confirmation of appointment. Those criteria will relate to the level and duties of the position.

35.2.2 The staff member's supervisor will meet with the staff member during the probationary period to conduct a mid-term review of the staff member's work performance and conduct. The supervisor will provide the staff member with a written report identifying any need for corrective action. Where a probationer's performance is unsatisfactory at that time, he or she must be given reasonable opportunity to meet the required standards of performance before the appointment is annulled.

- 35.2.3 Where the supervisor is of the view, following the steps set out in sub-clause 35.2.2, that performance remains unsatisfactory, the supervisor will make a written report to the delegate and make a copy available to the probationer. The probationer will be given an opportunity to make a written response to the delegate concerning any adverse material about him or her.
- 35.2.4 Subject to sub-clauses 35.2.2 and 35.2.3, the delegate may at any time during the probationary period and not later than 6 weeks after its expiry:
- (a) confirm the appointment to the position;
 - (b) annul the appointment; or
 - (c) direct that the probationary period be extended, provided that the total period of probation does not exceed the maximum period specified in sub-clause 35.1.
- 35.2.5 A probationer whose appointment is annulled will be given 5 weeks' notice of termination of employment or be paid 5 weeks' salary *in lieu* thereof. This notice period will not apply where a probationer's employment is terminated for serious misconduct.
- 35.2.6 Where the delegate annuls the appointment of a general staff member on a standard appointment or an academic staff member on a fixed term appointment of more than 2 years, the probationer will have 5 working days from notice of termination to apply in writing to the delegate for review of the annulment decision, stating the grounds for appeal of the decision. The delegate will forward such an appeal to the Deputy Vice-Chancellor or agent, along with relevant documentation. The Deputy Vice-Chancellor or agent will have not more than 10 working days to review the written documentation and interview the supervisor and the probationer before making a final determination. The supervisor and the probationer may be accompanied to the interview by an agent of their choice, provided that the agent is not a practising barrister or solicitor. The Deputy Vice-Chancellor or agent will not interview third parties but may take into account written statements from them where these are relevant to the appeal grounds. There will be no further appeal or access to grievance procedures after such a review and the review will run concurrently with the notice period given in accordance with sub-clause 35.2.5.
- 35.2.7 Where a probationer's behaviour is serious misconduct, as defined in clauses 52 (in the case of an academic staff member) and clause 57 (in the case of a general staff member), which warrants dismissal, the probationer's employment may be terminated at any time and the requirements of sub-clauses 35.2.2 to 35.2.5 will not apply.

35.3 Probationary provisions for academic staff holding standard appointments

- 35.3.1 During the probationary period, a staff member on a standard appointment will be subject to the normal Annual Performance Review requirements, as set out in clause 36, at the end of his or her first and second years of appointment.
- 35.3.2 Within the probationary period and at a time specified in his or her letter of appointment, the performance of the staff member will be subject to a tenure review rather than a supervisor review.
- 35.3.3 The tenure review committee will consider the staff member's Annual Performance Review reports and may consider other relevant documentation. The tenure committee will report to the Deputy Vice-Chancellor. The report will recommend that either:
- (a) the appointment should be confirmed; or
 - (b) the staff member's performance requires improvement and probation should be extended, provided that the total length of the probationary period does not exceed 5 years.

Where the tenure committee does not recommend confirmation of the appointment, its report will identify the specific areas where the staff member's performance requires improvement and make recommendations on measures of improved performance which the staff member will be required to meet.

- 35.3.4 The Deputy Vice-Chancellor will, having regard to the report of the tenure committee, determine that:
- (a) the appointment will be confirmed; or
 - (b) probation should be extended and the probationer's performance further managed in accordance with sub-clauses 35.3.5-35.3.10.

Further action where appointment is not confirmed following tenure committee review

- 35.3.5 Where the Deputy Vice-Chancellor determines in accordance with paragraph 35.3.4(b), the staff member will be advised in writing that performance requires improvement and, where the staff member is eligible for incremental progression, that an increment will be withheld until performance is assessed as being satisfactory. This advice will be accompanied by the tenure committee's report.
- 35.3.6 The staff member will be reviewed against the performance measures set out in the tenure committee's report no later than 6 months from the date upon which he or she was advised of the possibility that a preliminary finding of unsatisfactory performance may be made and/or of the decision not to award an increment.
- 35.3.7 At the conclusion of the 6 month period the staff member's supervisor will review the staff member's performance following tenure review, having regard to the tenure committee's report, and either:

- (a) recommend that the required performance improvement has occurred and, if the staff member is eligible for incremental progression, that an increment should be awarded (in which case such increment will apply from the date upon which the supervisor advises the staff member that the required performance improvement has occurred); or
- (b) confirm that the required performance improvement has not yet occurred and advise the staff member that a preliminary finding of unsatisfactory performance may be made if performance does not improve within a further 6 months. In cases where a staff member is eligible for incremental progression an increment will not be paid pending the processes set out in sub-clause 35.3.8.

35.3.8 If, at the end of the further 6 month period, the supervisor does not believe that the required improvement has taken place he or she will advise the staff member and the Dean or Director accordingly. Following receipt of such advice, the Dean or Director may recommend to the Deputy Vice-Chancellor that the Deputy Vice-Chancellor initiate the disciplinary provisions for unsatisfactory performance set out in sub-clause 36.10, with a view to annulment of the probationary appointment.

35.3.9 Nothing in this sub-clause prevents the University from annulling a standard academic appointment prior to tenure review, provided that this will only occur after the performance management steps set out in sub-clauses 36.5-36.10 have been followed.

35.3.10 An academic staff member whose probationary standard appointment is annulled may seek review of that decision in accordance with the provisions of sub-clause 36.11.

Promotion during probationary period

35.3.11 Confirmation of a standard academic probationary appointment will be automatic and immediate where a staff member is promoted during the probationary period.

36. Annual Performance Review

36.1 Definition

For the purposes of this clause, 'Dean or Director' means the Head of the Research School or University Centre, Dean of the Faculty, or Director of the administrative division or equivalent in which a staff member is located.

36.2 Application of clause

36.2.1 This clause applies:

- (a) in the case of general staff holding standard appointments, at all times following confirmation of appointment;
- (b) in the case of academic staff holding standard appointments, at all times during the probationary period (subject to the provisions of sub-clause 35.3) and following confirmation of appointment; and

- (c) in the case of academic and general staff holding fixed term appointments (except those in senior management positions, as defined in sub-clause 5.3), at all times following confirmation of appointment, except that the disciplinary provisions set out in sub-clause 36.10 will not apply.

36.2.2 For staff other than academic staff holding standard appointments, performance management during the probationary period will be in accordance with the provisions of sub-clause 35.2.

36.3 Aims and objectives of performance review

36.3.1 A staff member holding a standard or fixed term appointment will have his or her performance reviewed on an annual basis by his or her supervisor. Such a review will be confidential and will normally be conducted by the relevant supervisor within the organisational unit in which the staff member is located.

36.3.2 For academic staff, the Annual Performance Review will wholly displace the current Biennial Review process presently implemented by University policy.

36.3.3 The principal aims of the review will be:

- (a) to assess the staff member's performance over the preceding 12 months including, where relevant, assessment for the purposes of incremental progression;
- (b) to establish agreed performance objectives for the staff member for the coming 12 months;
- (c) to identify agreed training and development needs for the staff member;
- (d) to ensure the staff member has acquired and used new skills, experience and knowledge; and
- (e) to ensure continued satisfactory performance by the staff member.

36.3.4 For all staff, agreed performance objectives and staff development needs will take account of the short and long term priorities of the University and/or organisational unit within which the staff member is located. In the case of an academic staff member, it will also take account of the particular research and teaching interests of the staff member.

Academic staff work objectives and performance assessment

36.3.5 The supervisor's annual assessment and the work objectives for an academic staff member appointment will take account of the guidelines set out in the Position Classification Standards applying to the staff member's position.

36.3.6 In the case of a staff member holding a teaching and research appointment, assessment and the setting of work objectives will have particular regard to the following criteria:

- (a) undergraduate and postgraduate teaching duties allocated in accordance with the organisational unit's priorities and processes;
- (b) contributions to the advancement or application of knowledge through research, scholarly writing, publication, creative work in the arts, professional practice and associated activities;
- (c) participation in the administration of the University or organisational unit; and
- (d) contribution to the relevant discipline through professional activity, continuing education or similar activity.

36.3.7 In the case of a staff member holding a research only appointment, assessment and the setting of work objectives will have particular regard to contributions to research, research management, scholarly writing, consulting activity, administration and service to the University.

36.4 Supervisor

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

36.4.2 The supervisor of an academic staff member will normally be the head of the academic unit in which the staff member is employed, provided that the Deputy Vice-Chancellor may delegate such supervisory responsibilities to another academic staff member classified at Level C or above. Supervisory arrangements may be varied by the Deputy Vice-Chancellor at the initiation of the staff member or the Dean or Director.

36.4.3 The University will implement a program of supervisor training in consultation with the parties which will incorporate:

- (a) an induction program for supervisors;
- (b) development of an annual program of supervisor training;
- (c) training in goal setting and performance assessment techniques; and
- (d) training in relevant legal and administrative provisions, including equity provisions and the provisions of this Agreement.

36.4.4 A staff member who has not previously had supervisory responsibilities will, within 3 months of being nominated, undergo induction training. All supervisors will undertake the program of supervisor training within a reasonable period following its implementation.

36.5 Annual written report

36.5.1 The supervisor will prepare a written report of the annual review and discuss this report with the staff member. The staff member may make written comments on the report, including comments related to the adequacy or otherwise of the supervisor's management and supervisory support of the staff member's work.

- 36.5.2 Following discussion between the staff member and supervisor, the report and any written comments from the staff member will be placed on the staff member's file. Review material on the file will only be available to the staff member, the supervisor, the Dean or Director and, in the event of further action in accordance with sub-clause 36.10, the Deputy Vice-Chancellor or agent, except where the material is required on a confidential basis by members of any committee considering:
- (a) an appeal by a staff member made in accordance with sub-clause 36.9 or sub-clause 36.11; or
 - (b) confirmation of appointment or promotion of an academic staff member in accordance with the University's policies and procedures.
- 36.5.3 For the purposes of this clause, no member of any committee will have access to any material placed on the staff member's file other than material specifically prepared as part of the Annual Performance Review.
- 36.5.4 A staff member may, at any time, authorise the release of file material specifically prepared as part of the Annual Performance Review to any University staff member, University committee or external agency, except that the release of any material which makes comment on the supervisor or a third party will also be subject to the authorisation of that person.

36.6 Satisfactory performance and the awarding of an increment

Where the supervisor's report referred to in sub-clause 36.5 concludes that the staff member has performed satisfactorily against the criteria set out in sub-clause 36.3.3 and where the staff member is eligible for incremental progression, the staff member will be advised in writing that he or she has been awarded an increment. Such an increment will be movement to the next highest salary step within the staff member's classification, to take effect not more than 12 months from the date of the previous increment paid to the staff member.

36.7 Performance requiring improvement

- 36.7.1 Where a supervisor concludes as a result of the Annual Performance Review that the performance of a staff member requires improvement, the supervisor will inform the staff member in writing. Such advice will set out the specific areas where performance is deemed to require improvement.
- 36.7.2 Where this advice is not contested by the staff member, the supervisor and the staff member will agree on measures of improved performance which the staff member will be required to meet. If the staff member is eligible for incremental progression he or she will not be awarded an increment until he or she has been reviewed against the agreed performance measures 6 months from the date of advice that performance requires improvement. At the conclusion of the 6 month period the supervisor will either:

- (a) recommend that the required performance improvement has occurred and, if the staff member is eligible for incremental progression, that an increment should be awarded in accordance with sub-clause 36.6 (in which case such increment will apply from the date upon which the supervisor advises the staff member that the required performance improvement has occurred); or
- (b) confirm that performance has not improved and advise the staff member that a preliminary finding of unsatisfactory performance may be made if performance does not improve within a further 6 months. In cases where a staff member is eligible for incremental progression an increment will not be paid pending the processes set out in sub-clause 36.8.

36.8 Non-award of an increment and warning of possible unsatisfactory performance finding

- 36.8.1 Any decision not to award an increment, or to advise a staff member that a preliminary finding of unsatisfactory performance may be made, will only occur after the steps, processes and time periods set out in sub-clauses 36.3 and 36.5-36.7 have been followed. At the conclusion of those processes a staff member will be advised in writing of the supervisor's view that a preliminary finding of unsatisfactory performance may be made if performance improvement does not occur, and where the staff member is eligible for incremental progression, that an increment will be withheld until performance is assessed as being satisfactory.
- 36.8.2 Such written advice from the supervisor will be accompanied by specification of areas where performance is still deemed to require improvement and further recommended measures to achieve the required improvement.
- 36.8.3 The staff member will be reviewed against the performance measures set out in this advice no later than 6 months from the date upon which the staff member was advised of the decision not to award an increment and/or of the possibility that a preliminary finding of unsatisfactory performance may be made.
- 36.8.4 If, at the end of the 6 month period, the supervisor does not believe that the required improvement has taken place he or she will advise the staff member and the Dean or Director that a case of unsatisfactory performance exists. Following receipt of such advice, the Dean or Director may recommend to the Deputy Vice-Chancellor that the Deputy Vice-Chancellor initiate the disciplinary provisions for unsatisfactory performance set out in sub-clause 36.10.

36.9 Appeal by staff member

- 36.9.1 Where a staff member disagrees with a supervisor's assessment (sub-clause 36.8.1) that improved performance is required or that an increment will be withheld, he or she will have the right of written appeal to a review committee established in accordance with clause 55. Such an appeal must be lodged no later than 5 working days from the date on which the staff member was advised in writing of the supervisor's concerns.

36.9.2 Such an appeal will be dealt with by the review committee no later than 10 working days from the date of the staff member's written appeal. The committee will consider only Annual Performance Review material placed on the staff member's file, unless the staff member consents to other file material being available to the review committee. The committee will recommend either:

- (a) that the supervisor's decision be confirmed; or
- (b) that the supervisor's decision be overturned and that an increment be granted and/or no performance remediation is required.

36.10 Disciplinary action for unsatisfactory performance

36.10.1 In the case of academic staff, there will be no delegation of those responsibilities under this clause given to the Deputy Vice-Chancellor and Vice-Chancellor. In the case of general staff, the responsibilities of those officers under this clause may be delegated by Council to the Director, Human Resources and the Deputy Vice-Chancellor respectively. Nothing in this clause prevents the Vice-Chancellor, Deputy Vice-Chancellor and Director, Human Resources being assisted in the discharge of their responsibilities under this clause by an appropriate officer of the Human Resources Division.

36.10.2 Where a Dean or Director is of the view that the performance of a staff member remains unsatisfactory subsequent to the procedures of sub-clauses 36.5-36.8 being followed, the Dean or Director will make a report to the Deputy Vice-Chancellor.

36.10.3 At the request of the staff member, the Dean or Director will consult with colleagues in the organisational unit before making his or her report to the Deputy Vice-Chancellor.

36.10.4 The supervisor will provide the staff member with a copy of the report at the time it is submitted. The staff member is entitled to 10 working days to submit to the Deputy Vice Chancellor a written response to the supervisor's report.

36.10.5 Upon receipt of the Dean or Director's report and any written response from the staff member, the Deputy Vice-Chancellor will first satisfy himself or herself that appropriate steps have been taken to bring the unsatisfactory nature of performance to the staff member's attention and a reasonable opportunity has been afforded to remedy the performance problem.

36.10.6 After taking any response by the staff member into account, the Deputy Vice-Chancellor may decide to:

- (a) take no further action;
- (b) refer the matter back to the supervisor/Dean or Director to ensure that the steps referred to in sub-clause 36.8 are complied with in a manner appropriate to the circumstances; or

- (c) terminate employment, or in the case of an academic staff member take other disciplinary action as set out in paragraph 52(a).

36.10.7 The Deputy Vice-Chancellor will advise the staff member in writing of any decision made in accordance with paragraph 36.10.6(c) and such a decision will take effect no earlier than 5 working days from the date of the advice.

36.11 Review of decision to terminate employment

36.11.1 A staff member will have 5 working days following written advice by the Deputy Vice-Chancellor to advise the University in writing if he or she seeks a review of a decision to terminate his or her employment for reason of unsatisfactory performance.

36.11.2 Where a staff member seeks review, the Deputy Vice-Chancellor will refer the matter to a review committee. The composition and procedures of the review committee will be in accordance with clause 55.

Review Committee Terms of Reference

36.11.3 The Review Committee will consider:

- (a) whether there is sufficient evidence to support the finding of unsatisfactory performance;
- (b) whether the procedures of this clause have been followed; and
- (c) whether the proposed disciplinary action is commensurate with the level of unsatisfactory performance.

Action following the review committee's report

36.11.4 The Vice-Chancellor will consider any matters raised by the report of the Review Committee, before making a final determination as to whether unsatisfactory performance meriting termination of employment has occurred.

36.11.5 Where the Vice-Chancellor determines that termination of employment should occur, the staff member will be given a minimum period of notice of 5 weeks of his or her last day of duty. Payment *in lieu* of notice will be made if the University does not require the staff member to work all or part of the notice period.

36.11.6 Payments *in lieu* of notice will be based on the staff member's salary at the time of termination of employment. For the purposes of this clause, 'salary' includes any salary supplementation, market loading, clinical loading, shift loading or responsibility allowance which is part of the staff member's normal take home salary.

36.11.7 If the Vice-Chancellor concludes that the process set out in this clause was not properly followed or that there is insufficient evidence of unsatisfactory performance or that the proposed disciplinary action is not justified, the Vice-Chancellor will reconsider the decision based on the report of the Review Committee and may take remedial action.

Part 6 Training and development

37. Principles

37.1 The parties to this Agreement recognise that in order to increase efficiency, productivity and international performance, a continued commitment to training and development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing staff with career opportunities through appropriate training to acquire additional skills;
- (c) removing barriers to the utilisation of skills acquired; and
- (d) developing managers and supervisors to allow them to effectively carry out their management and supervisory responsibilities, of which the provisions of sub-clause 36.4.3 form an essential component.

37.2 Agreed training is to be consistent with the operational requirements of the area concerned.

38. Study courses for general staff

38.1 General staff other than trainees and apprentices

38.1.1 A full time standard general staff member may be granted up to 8 hours per week of paid leave during normal working hours to attend classes and examinations in a course of study which the delegate determines will improve the work performance of the staff member, provided that:

- (a) appropriate lectures are not available outside normal working hours;
- (b) the staff member makes up any time taken in excess of 5 hours per week by work outside normal working hours; and
- (c) the grant of up to 8 hours per week may be on an aggregated semester or annual basis where courses are presented in blocks.

38.1.2 Where a staff member is undertaking an approved distance education course for which he or she does not need leave to attend classes during working hours but for which he or she is required to participate in a period of residential study, up to 2 weeks' paid leave will be allowed in any one calendar year. Where a period of residential study exceeds 2 weeks, the delegate may approve additional leave at his or her discretion.

38.1.3 The delegate may approve reimbursement by the University of tuition fees for an approved course upon successful completion of the course.

38.1.4 A staff member undertaking an approved course of study is entitled to pre-examination leave of one half day for each final examination, in addition to leave covering the actual time of the examination. A staff member undertaking an approved distance education course is entitled to 2 days' pre-examination leave in addition to the actual time of the examination per year of study.

38.2 Trainee technical officer

38.2.1 A trainee technical officer is entitled to up to 12 hours per week of paid leave during normal working hours to attend classes and examinations, subject to him or her making up no more than 4 hours of that time by work outside normal working hours.

38.2.2 The University will:

- (a) pay a trainee technical officer's compulsory course fees, excluding fees for amenities, students unions and costs of text books and equipment; and
- (b) provide the trainee with on the job training which is relevant to the needs of the University and is as far as practicable, coordinated with the prescribed course of study.

38.2.3 Study leave will not normally be provided for a second attempt at a subject after failure in that subject but may be granted at the discretion of the delegate.

38.3 Trainees

38.3.1 For the purpose of this sub-clause, 'training agreement' means an agreement for a traineeship made between the University and the trainee which is registered with the ACT or relevant Training Authority. Such training will be directed at the achievement of key competencies required for successful participation in the workplace and an Australian Qualification Framework Certificate at Level I or above.

38.3.2 A trainee will attend an approved training course or training program prescribed in his or her Training Agreement and receive appropriate on-the-job training.

38.3.3 The traineeship will not commence until the Training Agreement has been lodged with the relevant State or Territory Training Authority.

38.3.4 The training program will be monitored by officers of the relevant State or Territory Training Authority and training records or work books may be utilised as part of this monitoring process.

38.3.5 When the University terminates the employment of a trainee, it will provide written notice to the relevant State or Territory Training Authority within 5 working days of the termination.

38.4 Apprentices

An apprentice will be entitled to study leave, on-the-job training and other assistance in accordance with the relevant approved apprenticeship scheme.

39. Union training courses

Leave may be granted to a staff member who is a member of a union which is party to this Agreement to attend a short union training course or seminar on the following conditions:

- (a) that the operating requirements of the University permit the grant of leave;
- (b) that the scope, content, and level of the short course are such as to contribute to a better understanding of workplace relations; and
- (c) leave of absence granted will be with full pay, but excluding shift and penalty payments or overtime, and will count as service for all purposes.

Part 7 Equal employment opportunity

40. Anti-discrimination

- 40.1 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, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 40.2 Accordingly, the parties will make every endeavour to ensure that nothing in the operation of this Agreement is directly or indirectly discriminatory in its effect.
- 40.3 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) 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) the exemption in s.170CK(3) of the *Workplace Relations Act 1996*.

41. Indigenous Australians

- 41.1 The parties are committed to developing and implementing an Indigenous Australian employment strategy consistent with the operational needs of the University. The objectives of that strategy will be to:
- (a) maximise staff development along with the transfer of job skills and information in order to increase Indigenous knowledge, independence, remuneration, job security and self-sufficiency;
 - (b) encourage and foster the employment and participation of Indigenous Australians at all levels of work activity within the University; and
 - (c) facilitate and encourage the direct involvement of Indigenous Australian staff in determining career strategies, goals and objectives.
- 41.2 In pursuing these objectives the parties will:
- (a) respect and consider the cultural, social and religious systems practiced by Indigenous Australians;
 - (b) support participation of Indigenous Australians in activities of a cultural or ceremonial nature, recognising that the provision of paid leave for such purposes has a direct impact on the effectiveness of Aboriginal and Torres Strait Islander people as employees and is therefore of direct benefit to the University; and

- (c) recognise that the general working environment requires the redress of past social injustice, exploitation and Indigenous employment inequities.

41.3 On this basis the parties agree to establish an Indigenous employment working party comprising 2 nominees of the unions, 2 nominees of the University and 2 nominees of Indigenous staff. The working party will make recommendations to the University concerning:

- (a) targets for employment initiatives aimed at increasing the percentage of Indigenous staff employed by the University; and
- (b) performance indicators, including participation of Indigenous staff in cultural and ceremonial activities, professional and career development opportunities, classification/level of positions occupied by Indigenous staff and retention/promotion of Indigenous staff.

41.4 It is agreed that the work of the working party will complement and be consistent with the University's Equity and Diversity Plan.

42. Application of Supported Wage System for staff with a disability

42.1 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 Grades or Academic Levels A to E, 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.

42.2 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.

42.3 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.

42.4 A staff member to whom this clause applies will be paid in accordance with clause 13.

42.4.1 For the purpose of establishing the percentage of the salary rate to be paid to a staff member, the productive capacity of the staff member will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

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

42.4.2 The assessment instrument, including the percentage of the salary rate to be paid to the staff member, will be lodged by the University with the Registrar of the Australian Industrial Relations Commission.

42.4.3 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.

42.5 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.

42.6 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.

Trial Period

42.7 In order for an adequate assessment of the staff member's capacity to be made, 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.

- 42.7.1 During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a standard employment relationship shall be determined.
- 42.7.2 The amount payable to the staff member during the trial period will be not less than 10% of the prescribed salary rate.

Part 8 Health, Safety and Amenities at Work

43. Occupational health and safety cooperation

The parties agree to continue cooperation in the development and maintenance of healthy and safe working conditions, through the agreement at Schedule 6.

44. Uniforms and Protective Clothing

44.1 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.

44.2 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 at all times for the cost of replacement of such items if they are lost or damaged as a result of negligence or misuse.

45. Amenities

45.1 The accommodation and equipment made available to each staff member must be of adequate standard for the performance of his or her duties.

45.2 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.

46. First aid

46.1 A suitably qualified staff member will be designated as a first aid attendant in each organisational unit where there is no medical attention available. The first aid attendant will be paid the relevant allowance specified in sub-clause S4.9 of Schedule 4.

46.2 The University will provide:

- (a) a first aid kit in each organisational unit, which will be maintained by the first aid attendant; and
- (b) adequate sick room facilities.

47. Compensation for loss or damage to personal property

47.1 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 his or her work.

- 47.2 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.

Part 9 Staff relations

Section 1 Workloads

48. Workloads working party

- 48.1 The parties agree to the establishment of an Academic Workloads Task Force and a General Staff Workloads Task Force. The particular priority of these Task Forces will be the development of measures to prevent the further intensification of work as well as to improve the efficiency and effectiveness of work practices.
- 48.2 It is agreed that the Academic Workloads Task Force should consider a cap on academic class contact and teaching hours but with recognition of the self-directed and team character of academic labour. Any such cap will take into account research, research student supervision, class size and EFTSU load, course and subject development, staff development and professional requirements. The Taskforce will examine whether any workload cap or formula is best applied at the level of the department (or equivalent organisational unit), faculty or the University as a whole.
- 48.3 The General Staff Workloads Taskforce will develop measures to address current workload pressures on general staff. It will also review the existing spans of ordinary hours for different categories of work and associated overtime, flexitime and time in lieu arrangements. If there are any agreed changes to existing spans of hours, it is not the intention of the parties that such changes should, in themselves, reduce overtime benefits.
- 48.4 As part of the overall approach to workload regulation, dispute resolution procedures will be extended to deal with disputes over workload and work allocation. In addition, the University agrees that any change to the teaching year will be subject to negotiation between the parties.
- 48.5 The parties agree to work towards implementation of the recommendations of the workloads taskforces by 31 December 2000 and to expedite any appropriate variations to this Agreement.
- 48.6 The taskforces will each comprise 2 nominees of the University, 2 nominees of the unions and an agreed chairperson with appropriate standing.

Section 2 Job security and change management

49. Job security

49.1 The University will not seek to reduce the overall size of its workforce during the life of the Agreement. Restructuring proposals will be subject to the managing change provisions prescribed in clause 51 of this Agreement. Where possible, any reductions in staffing as a result will be effected through natural attrition, voluntary separations, fixed term retirement contracts, leave without pay, voluntary conversion to part time employment, long service leave, secondment or internal transfer.

49.2 The University will seek wherever possible to avoid targeted redundancies but reserves its right to adopt this approach as a last resort where all alternatives to redundancy as defined in sub-clause 49.1 have been exhausted. All redundancies will be subject to the provisions in clauses 53 and 56 of this Agreement.

50. Contracting of general staff services and labour

Intermittent use of contract labour

50.1 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. It is not the intention of the University that such use of contract labour would, of itself, lead to a reduction in the University's current workforce.

50.2 The University will discuss any new proposal to use intermittent contract labour with the relevant local workplace delegate (or with the relevant union) and other relevant staff in the work area, 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.

Outsourcing

50.3 Any outsourcing proposal will be subject to the managing change provisions prescribed in clause 51 of this Agreement.

Contracts

50.4 The University will require, as a term of any contract for outsourcing or for intermittent contract labour, that the contractor:

- (a) complies with all relevant standards and legislation, including those relating to Occupational Health and Safety; and
- (b) certifies that its employees possess appropriate licences and qualifications necessary to lawfully undertake the work required and are engaged in accordance with standard employment conditions applying in the state or territory in which the work is to be done.

51. Managing Change**51.1 Principle**

51.1.1. The parties to this Agreement acknowledge that sound management of workplace change implies the timely involvement of the people who will be directly affected by that change and their representatives.

51.1.2 This clause sets out processes to be followed in the discussion and implementation of workplace change where the change is likely to result in one or more of the outcomes identified in 51.3.1. Where a change proposal will affect one staff member only, the provisions of sub-clause 51.5 only will apply.

51.2 Preliminary Consideration of Change

51.2.1 The parties accept that there will often be informal discussions or consideration of issues which may or may not lead to workplace change prior to development of a specific change proposal. However, when those informal discussions lead to the development of a specific change proposal as envisaged in sub-clause 51.3.1, such discussions should involve all staff likely to be directly affected as soon as practicable.

51.2.2 A staff member will be considered to be directly affected when the proposed change is likely to have an impact on that staff member's work practices or working conditions.

51.3 Consultation

51.3.1 The provisions of this sub-clause will apply where a specific change proposal is made which is likely to lead to one or more of the following:

- (a) relocation of a work area;
- (b) elimination of positions;
- (c) a change to hours of operation;
- (d) introduction of significant technological change; or
- (e) a change to work practices; or impact on conditions.

51.3.2 Where there is a specific change proposal, the University will:

- (a) notify the relevant union(s) of the change proposal; and
- (b) consult staff who may be affected and the relevant union(s) about the change proposal.

51.3.3 For the purposes of this sub-clause, consultation will include:

- (a) circulation of specific proposals for consideration;
- (b) provision of opportunity for written responses or alternatives from affected staff and the union(s);

- (c) meetings of staff and the union(s) to discuss and examine the change proposal and alternatives;
- (d) provision of relevant information related to the proposed change; and
- (e) may involve establishment of a working party or other processes arising from consultation with staff.

51.4 The Change Process

- 51.4.1 The provisions of this sub-clause apply where a decision is taken to proceed with change which results in one or more of the impacts listed in 51.3.1.
- 51.4.2 The University will issue to directly affected staff and relevant unions documentation setting out the change. The documentation will include, where appropriate, the extent and nature of the change proposal, reasons for making the change, the aim of the change, timeframe for change, and any relevant financial information.
- 51.4.3 Nominees of the University will meet and confer with the union(s) and the staff members concerned and endeavour to reach agreement about the implementation of that change, including means of avoiding or mitigating detrimental outcomes for affected staff.
- 51.4.4 A union member is entitled to seek advice or assistance from his or her union at any time during the change process.

51.5 Change affecting one staff member

- 51.5.1 Where a proposed change affects one staff member only in relation to those circumstances described in sub-clause 51.3.1, and the proposal has not been the subject of consultation in accordance with sub-clause 51.3, the University will advise the affected staff member and the relevant union of the proposed change. Such advice will include relevant information related to the proposed change. The University will provide the staff member, and a union representative if he or she so chooses, with the opportunity to discuss the proposal.
- 51.5.2 Where a decision is taken to proceed with the proposal, nominees of the University will meet and confer with the staff member, and a union representative if he or she so chooses, and endeavour to reach timely agreement about the implementation of that change, including means of avoiding or mitigating detrimental outcomes for the staff member.

Section 3 Academic staff redundancy and discipline and review committees for all staff

52. Definitions

In this section:

- (a) 'Disciplinary action' means:
 - (i) counselling of a staff member by an appropriate supervisor;
 - (ii) giving a staff member a written warning (including, where appropriate, a final warning);
 - (iii) censure of a staff member;
 - (iv) demotion of a staff member; or
 - (v) termination of a staff member's employment;for reasons of unsatisfactory performance, misconduct or serious misconduct, except that sub-paragraph (v) is not applicable in the case of misconduct.
- (b) 'Misconduct' means wilful conduct by a staff member which is unsatisfactory.
- (c) 'Redundancy' means the circumstance where, for reasons of an economic, technological, structural or similar nature, the University no longer requires the duties performed by a staff member. Such reasons may include:
 - (i) a decrease in student load in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - (ii) a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - (iii) financial exigency within an organisational unit or cost centre; and/or
 - (iv) changes in technology or work methods.
- (d) 'Serious misconduct' means:
 - (i) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a staff member's duties; or other staff carrying out their duties;
 - (ii) serious dereliction of duties; or
 - (iii) conviction by a court of an offence which constitutes a serious impediment of the kind referred to in sub-paragraph (i) above.

Examples of serious misconduct include theft, fraud, assault and serious harassment (including sexual harassment).

53. Academic staff redundancy**53.1 Initial procedures**

53.1.1 The University will act in accordance with the managing change provisions contained in clause 51 of this Agreement before notifying a staff member that his or her position has been declared redundant.

53.1.2 A staff member whose position is identified as surplus to the needs of the University will be advised of his or her right to seek union assistance and will be provided with a copy of this clause.

53.2 Scope of redundancy provisions

The provisions of this clause do not apply where the University and a staff member negotiate a voluntary separation package prior to formal notice of redundancy.

53.3 Notification of redundancy

53.3.1 Where a redundancy arises, the Deputy Vice-Chancellor will notify the affected staff member in writing that:

- (a) his or her position is to be declared redundant and his or her employment may be terminated;
- (b) the reason for the redundancy; and
- (c) the time line for this action.

53.3.2 The Deputy Vice-Chancellor will at the same time advise the staff member that he or she can:

- (a) seek to be redeployed (sub-clause 53.6); and/or
- (b) request a review of the decision to declare his or her position redundant in accordance with subclause 53.5.

The letter from the Deputy Vice-Chancellor will signal the commencement of the Transition Period.

53.4 Transition Period

53.4.1 A staff member who has been advised in writing by the Deputy Vice-Chancellor that his or her position is declared redundant under sub-clause 53.3.1 will enter into a Transition Period of 8 weeks.

53.4.2 During the Transition Period the staff member will have access to:

- (a) reasonable outplacement support;
- (b) a reasonable amount of time without loss of pay to attend job interviews or other job search activities; and
- (c) where agreed by the University, a program of retraining.

The University will provide reasonable travel and other expenses associated with these activities, provided these are not met by a prospective employer.

53.5 Review

53.5.1 A staff member will have 10 working days following the commencement of the Transition Period to advise the University in writing if he or she seeks a review of the decision to declare his or her position redundant.

53.5.2 Where a staff member seeks review, the Deputy Vice-Chancellor will refer the matter to a review committee. The composition and procedures of the review committee will be in accordance with clause 55.

Review Committee Terms of Reference

53.5.3 The Committee will consider whether the University, in coming to the decision to declare the staff member's position redundant:

- (a) complied with the managing change and redundancy provisions of this Agreement;
- (b) acted fairly, properly, without discrimination and in accordance with the rules of natural justice; and
- (c) used fair and objective criteria to determine which position(s) should be declared redundant.

Action following the review committee's report

53.5.4 If the review committee concludes that the University did not act in accordance with the criteria described in sub-clause 53.5.3, the Vice-Chancellor will reconsider the decision based on the report of the review committee and may take remedial action.

53.6 Redeployment

53.6.1 A staff member may seek redeployment at any time during the Transition Period. During the balance of the Transition Period, the University will investigate redeployment alternatives for the staff member and will make him or her aware of appropriate academic teaching and/or research vacancies.

53.6.2 If an alternative is identified, the University will offer the staff member redeployment to a suitable vacant position at the same classification level and for which he or she has the skills and qualifications.

53.6.3 Where a staff member is redeployed to a lower level position, placed on a program of retraining or otherwise maintains an employment relationship with the University but in circumstances which would provide a reduced income, salary will be maintained during the arrangement for a period of 12 months.

53.7 Retrenchment

53.7.1 At the end of the Transition Period, a staff member whose position has been declared redundant will be retrenched by the University if:

- (a) the staff member has not accepted a voluntary separation;
- (b) the staff member has not been redeployed; and
- (c) if requested, a review of the decision to declare the position redundant has not changed the decision.

53.7.2 A staff member who is to be retrenched will have a period of additional entitlement in accordance with sub-clause 53.8 and will receive severance payment according to clause 53.9.

53.7.3 The staff member will be given a minimum period of notice of 5 weeks of his or her last day of duty. Payment instead of notice will be made if the University does not require the staff member to work all or part of the notice period.

53.7.4 Notice may be given within the Entitlement Period.

53.8 Entitlement Period

53.8.1 'Entitlement Period' means the 22 weeks following immediately after the Transition Period. This period is inclusive of the 5 weeks' notice period specified in sub-clause 53.7.3.

53.8.2 A staff member who is retrenched may apply to work all or part of the entitlement period, provided that there are appropriate duties for him or her to undertake, which are mutually agreed and which will result in sufficient work being available to occupy the time during which he or she is employed.

53.8.3 Where the University has no need for the staff member to work for any or all of the Entitlement Period, the University will make payment *in lieu* of the period not worked.

53.9 Payments on termination

53.9.1 A staff member whose employment is terminated because of redundancy will receive on termination:

- (a) payment *in lieu* of any unexpired period of the 8 week Transition Period;
- (b) payment *in lieu* of any unexpired period of the 22 week Entitlement Period;
- (c) payment of severance on the basis of 3 weeks' salary for every completed year of service to a maximum of 52 weeks; and
- (d) payment of normal leave entitlements on termination of employment.

- 53.9.2 All payments under sub-clause 53.9.1 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 fractional employment will receive payment based on the full time salary for his or her service up to the conversion to fractional employment and his or her payment from then on will be based on his or her fractional salary for the remaining period.
- 53.9.3 For the purposes of this sub-clause, '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 retrenchment.
- 53.9.4 If a staff member retrenched in accordance with sub-clause 53.7 takes sick leave during the Transition Period or Entitlement Period, the Transition Period will be extended by up to a maximum of 8 weeks and the Entitlement Period will be extended by up to 22 weeks, provided that the sick leave is certified by a medical practitioner.
- 54. Misconduct provisions for academic staff**
- 54.1 Before making a formal report in accordance with sub-clause 54.2, a staff member's supervisor should, to the extent reasonable, seek to resolve instances of possible misconduct through counselling, mediation or other appropriate action.
- 54.2 Where it is not appropriate for an allegation of misconduct to be resolved in accordance with sub-clause 54.1, or where an allegation has not been resolved in accordance with sub-clause 54.1, a report of the allegation will be made to the Deputy Vice-Chancellor.
- 54.3 Upon receipt of a report made by a staff member's supervisor, the Deputy Vice-Chancellor will consider whether the allegation is serious and warrants further investigation. If the Deputy Vice-Chancellor considers it appropriate he or she may refer the matter for mediation or an alternative form of dispute resolution, or may refer the matter back to an appropriate supervisor for counselling or other appropriate action. Otherwise, the Deputy Vice-Chancellor may initiate the procedures which commence with sub-clause 54.8.
- 54.4 Where a matter which may involve misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clause 36, the procedures of this clause are not required, but the provisions of clause 36, including notice periods and review procedures must be followed.
- 54.5 Where a matter initially dealt with in accordance with the University's Sexual Harassment Procedures is subsequently dealt with by the University as a disciplinary matter, the matter will be referred to the Deputy Vice-Chancellor and the steps in this clause will be followed. Any action taken by the University will not be invalid because the initial handling of a particular matter was in accordance with the Sexual Harassment Procedures rather than this clause.

54.6 For the purpose of exercising his or her discretion under this sub-clause only, the Deputy Vice-Chancellor may conduct or initiate informal inquiries.

54.7 Suspension

54.7.1 Where an alleged misconduct is of a nature that causes imminent and serious risk to the health or safety of a person, or the staff member's continued presence on campus otherwise presents serious risk to the University and its staff and students, the Deputy Vice-Chancellor may suspend, with or without pay, a staff member about whom the allegation has been made.

54.7.2 Where a staff member is suspended without pay the following will apply:

- (a) where the suspension without pay occurs at a time when the staff member is on paid leave of absence the staff member will continue to receive salary for the period of leave of absence;
- (b) the staff member may engage in paid employment or draw on any recreation leave or long service leave credits for the duration of the suspension without pay;
- (c) the Vice-Chancellor may at any time direct that salary be paid on the ground of hardship; and
- (d) any lost salary and other entitlements will be reimbursed if it is ultimately determined that the allegation is not substantiated.

54.7.3 During any period of suspension the staff member may be excluded from the University, other than being given reasonable access for the preparation of his or her case and to collect personal property.

54.8 Further action

54.8.1 If the Deputy Vice-Chancellor believes an allegation of misconduct is serious and warrants further investigation he or she will:

- (a) notify the staff member of the allegations in writing, in sufficient detail to enable the staff member to understand the precise nature of the allegations and to consider and respond to them properly; and
- (b) require the staff member to submit a written response within 10 working days.

54.8.2 If the allegations are admitted in full by the staff member, or if the staff member has not responded to the allegation within 10 working days or any longer period that is reasonable in the circumstances, and the Deputy Vice-Chancellor is of the view that the conduct amounts to misconduct or serious misconduct, the Deputy Vice-Chancellor may decide to take any of the disciplinary actions specified in paragraph 52(a).

- 54.8.3 If the allegations are denied by the staff member, the Deputy Vice-Chancellor may, based on the available evidence and statements, conclude that:
- (a) there has been no misconduct (in which case the Deputy Vice-Chancellor will advise the staff member in writing of the decision and may, by mutual agreement, disseminate that advice more widely); or
 - (b) the allegations merit
 - (i) no further action;
 - (ii) counselling and/or censure of the staff member; or
 - (iii) reference to a misconduct investigation, as described in sub-clauses 54.8.4 to 54.8.9.

Misconduct Investigation

- 54.8.4 The Deputy Vice-Chancellor will appoint an Investigation Officer ('IO') to undertake a misconduct investigation.
- 54.8.5 The IO may conduct such further inquiries as he or she considers appropriate. The IO will determine his or her procedure for conducting the inquiries, and will outline those procedures to the staff member. The guiding principles for a misconduct investigation will be the desire to determine the truth in relation to the allegation, and the desire to ensure fairness to the staff member.
- 54.8.6 As part of the Misconduct Investigation the IO will meet with the staff member to discuss the allegation and the staff member's written response. The IO will, prior to this meeting, provide the staff member with any evidence which the IO has found to substantiate the allegations, and will give the staff member an opportunity to consider and respond to that evidence. Refusal to attend such a meeting will not prevent the IO from providing a report to the Deputy Vice-Chancellor.
- 54.8.7 The IO will report on any conduct which is related to the allegations set out in the letter provided to the staff member in accordance with sub-clause 54.8.1.
- 54.8.8 Where the IO wishes to report on any conduct not specifically referred to in the allegations referred to in that letter, the IO will provide the staff member with details of the alleged conduct and any evidence which substantiates that conduct, and give the staff member an opportunity to respond to those details prior to the submission of the report.
- 54.8.9 The IO will provide the Deputy Vice-Chancellor with a report on the allegation. The report will include a statement of finding in relation to the allegations and reasons for that finding (including an outline of any evidence and documents relied upon), a statement of any mitigating factors which should be considered in relation to the allegations, and a recommendation concerning the action which should be undertaken. A copy will be provided to the staff member.

Determination by the Deputy Vice-Chancellor

- 54.8.10 The Deputy Vice-Chancellor will consider the report of the IO and will make a determination as to whether misconduct has occurred and, if so, may decide to take any of the disciplinary actions specified in paragraph 52(a).
- 54.8.11 The staff member will have 5 working days following written advice by the Deputy Vice-Chancellor of the determination to:
- (a) request a meeting with the Deputy Vice-Chancellor to discuss the proposed disciplinary action and any mitigating circumstances; and/or
 - (b) where the decision is to terminate the staff member's employment, to advise the University in writing that he or she seeks a review of that decision by a misconduct review committee.

54.9 Review of decision

- 54.9.1 Where a staff member seeks review, the Deputy Vice-Chancellor will refer the matter to a review committee. The composition and procedures of the review committee will be in accordance with clause 55.

Review Committee terms of reference

- 54.9.2 The Review Committee will consider whether:
- (a) there is sufficient evidence to support the finding of misconduct or serious misconduct;
 - (b) the procedures of this clause have been followed; and
 - (c) the proposed disciplinary action is in proportion to the level of misconduct or serious misconduct.
- 54.9.3 The Vice-Chancellor will consider any matters raised by the report of the Review Committee, before making a final determination as to whether serious misconduct meriting termination of employment has occurred.
- 54.9.4 Where the Vice-Chancellor determines that termination of employment should occur, the staff member will be given a minimum period of notice of 5 weeks of his or her last day of duty. Payment instead of notice will be made if the University does not require the staff member to work all or part of the notice period.
- 54.9.5 Payments *in lieu* of notice will be based on the staff member's salary at the time of termination of employment. For the purposes of this clause, 'salary' includes any salary supplementation, market loading, clinical loading or responsibility allowance which is part of the staff member's normal take home salary.
- 54.9.6 Where the Vice-Chancellor determines that the process set out in this clause was not properly followed or that there is insufficient evidence of serious misconduct or that the proposed disciplinary action is not justified, the Vice-Chancellor will reconsider the decision based on the report of the review committee and may take remedial action.

54.10 General provisions for misconduct disciplinary proceedings

- 54.10.1 All intermediate steps and decisions taken in accordance with this clause are final (subject to consideration by the review committee in accordance with sub-clause 54.9) and may not be challenged via the grievance and dispute settlement provisions of this Agreement.
- 54.10.2 A staff member may be accompanied at any meeting referred to in this clause by a person of his or her choice.
- 54.10.3 Once an allegation of misconduct has been reported to the Deputy Vice-Chancellor, all investigations and inquiries in relation to the allegations will be confidential to the extent that the law allows. This clause will not prevent the staff member or officers of the University from disclosing the allegation or aspects of it in order to obtain evidence or advice relating to the allegation.
- 54.10.4 In carrying out their functions under this clause, the Deputy Vice-Chancellor, the IO and the members of the Review Committee will endeavour to take into account the interests of, and act fairly towards, any complainant(s) and witness(es) who are connected to a particular allegation of misconduct. However, this obligation will not override any express obligation of the Deputy Vice-Chancellor, IO or review committee set out in any other part of this clause.

55. Review Committees

- 55.1 This clause sets out provisions for the composition and procedures of committees to review unsatisfactory performance, serious misconduct and academic redundancy decisions.

Review Committee composition

- 55.2 The review committee will comprise a nominee of the University, a nominee of the relevant union and a chairperson who is mutually agreed by the parties within 5 working days.
- 55.3 Where the relevant union declines to nominate a member of the review committee within 5 working days of a request to do so, the Chair of the Board of The Faculties or the Chair of the Board of the Institute of Advanced Studies will nominate a member in lieu of a union nominee.

Review committee time line

- 55.4 The review committee will be convened within 5 working days of the matter being referred to the review committee chair and will report to the Vice-Chancellor within 15 working days.
- 55.5 The Vice-Chancellor may grant an extension of time if asked by the chair of the review committee. Where the Vice-Chancellor declines such a request, the committee will have 5 working days from receipt of such advice to conclude its deliberations and report to the Vice-Chancellor.

Review Committee procedures

- 55.6 The review committee will conduct its proceedings in accordance with the principles of natural justice and will:
- (a) allow the staff member and/or the Vice-Chancellor, if they so wish, to be assisted or represented by an agent of their choice, who may be a staff member of the University, a private advocate or an officer or official of the union. The agent must not be a currently practising solicitor or barrister;
 - (b) provide the staff member and/or agent and the Vice-Chancellor and/or agent with the opportunity to make submissions and present evidence;
 - (c) allow the staff member and/or agent and the Vice-Chancellor and/or agent to see all documentation and hear all verbal submissions provided to the Committee, and have the opportunity to respond to such documents and submissions;
 - (d) ensure that opportunity is made available for the staff member and/or agent and the Vice-Chancellor and/or agent to ask questions of any person who was interviewed by the committee or, in the case of a serious misconduct review, whose evidence was considered in the Investigating Officer's report; and
 - (e) seek and take into account any further material and documentation or interview other persons it believes appropriate.
- 55.7 In the case of a serious misconduct review, the Committee will, where appropriate, adopt procedures which do not limit the rights of the staff member set out in sub-clause 55.6 but which minimise potential or emerging distress to any person who gives evidence to the Committee. Such procedures may include allowing the witness to be accompanied.

Section 4 General staff redundancy and discipline**56. General staff redundancy****56.1 Grounds for redundancy**

The University may decide to terminate the employment of one or more general staff members for reasons of:

- (a) financial and staffing constraints leading to the rearrangement of functions and classifications;
- (b) reduced demand or other workload factors;
- (c) technological change and development; or
- (d) legislative change.

56.2 Initial procedures

- 56.2.1 The University will act in accordance with the managing change provisions contained in clause 51 of this Agreement before notifying a staff member that his or her position has been declared redundant.
- 56.2.2 A staff member whose position is identified as surplus to the needs of the University will be advised of his or her right to seek union assistance and will be provided with a copy of this clause.

56.3 Notification of redundancy

Where a redundancy arises, the Director of Human Resources will notify the affected staff member in writing that:

- (a) his or her position is to be declared redundant and his or her employment may be terminated;
- (b) the reason for the redundancy; and
- (c) the time line for this action.

56.4 Steps following notification

56.4.1 Following such advice:

- (a) where the staff member decides to seek voluntary retrenchment, the University will give 6 weeks' formal notice that his or her employment is to be terminated and the staff member will receive a retrenchment payment equivalent to 2.5 weeks' salary for each year of service with a minimum payment of 5 weeks' pay and maximum of 62.5 weeks' pay; or
- (b) where the staff member does not wish to seek voluntary retrenchment, a 3 month redeployment period will commence.

Redeployment period

- 56.4.2 A 3 month redeployment period will commence on the day on which the staff member is formally notified that his or her position is redundant. The University will attempt during this time to find suitable alternative positions for the staff member, having regard to the provisions of sub-clauses 9.1 and 9.2 of this Agreement.
- 56.4.3 Redeployment may include transfer to a suitable position elsewhere in the University which is occupied by a staff member holding a standard appointment who would be interested in terminating his or her employment with the University by way of a voluntary separation with a separation package consistent with paragraph 56.4.1(a).
- 56.4.4 Nothing in this sub-clause precludes the staff member seeking to waive the 3 month redeployment period in exchange for an enhanced termination payment.

Salary maintenance following redeployment

56.4.5 Where a staff member whose position has been declared redundant transfers at the expiry of the redeployment period to a standard position at a lower classification level elsewhere in the University, the staff member's salary will be maintained at the pre-transfer salary rate for a period of 6 weeks.

56.5 Retrenchment

Where, at the expiry of the redeployment period, redeployment has not been achieved:

- (a) the staff member will be given 6 weeks' notice that his or her employment with the University is to be terminated; and
- (b) the staff member will be entitled to a retrenchment payment equivalent to 2.5 weeks' salary for each year of service up to a maximum of 62.5 weeks' pay, with a minimum payment of 5 weeks' pay.

56.6 Substitution of other provisions

The redundancy provisions of this clause may be varied by agreement between the University and the staff member concerned or the representative of that staff member, as appropriate.

56.7 Use of sick leave

If a staff member given formal notice of redundancy in accordance with sub-clause 56.3 takes sick leave during the notice period or redeployment period, the notice period will be extended by up to a maximum of 6 weeks and the redeployment period will be extended by up to 3 months, provided that the sick leave is certified by a medical practitioner.

56.8 Appeal in relation to benefits payable

A staff member may seek review of any decision concerning the level and nature of retrenchment payments, salary maintenance and other entitlements arising from redundancy through the grievance procedure specified in clause 58 of this Agreement.

57. Misconduct provisions for general staff**57.1 Definitions**

For the purpose of this clause:

- (a) 'delegate' means the Director, Dean, Head of Department or Centre, Business Manager or equivalent in the work area who has delegate or agent responsibility for staffing matters in the work area;
- (b) 'misconduct' means:
 - (i) conduct which is an impediment to the satisfactory performance of the work of the staff member or other staff members in the work area;

- (ii) failure to comply with a reasonable instruction given by a person in line control of the staff member;
- (iii) conduct which is detrimental to the University, students, members of the public, or users of the area; or
- (iv) action which is prejudicial to the health or safety of other staff, students or members of the public;

which, if it continued without being corrected by the staff member, may lead to dismissal procedures.

- (c) 'serious misconduct' means:
 - (i) a recurrence or continuation of the unsatisfactory conduct defined in paragraph (b) of this sub-clause; or
 - (ii) misconduct which by its nature justifies commencement of the dismissal procedures (sub-clause 57.5) without first invoking the preliminary procedures (sub-clause 57.3)
- (d) 'representative' means a nominee of the staff member's union, or another member of staff chosen by the staff member.

57.2 Responsibilities of supervisor

The procedures set out in this clause do not replace the normal responsibility of a supervisor to discuss conduct issues with staff members and to ensure that staff members have a clear understanding of the conduct expected of them. These procedures should only be commenced when it becomes clear to the supervisor that the conduct problem has not been corrected through the normal supervisor-staff member relationship.

57.3 Preliminary procedures

57.3.1 Depending on the circumstances of the case, the procedures in this sub-clause may be varied. Nevertheless, the delegate must be able to demonstrate that appropriate counselling and warnings have been given before the dismissal procedures are invoked, or, in a subsequent case of misconduct, reference is made to prior incidents.

57.3.2 The supervisor will meet with the staff member to discuss the misconduct and provide appropriate counselling and/or warning. The supervisor will, at this time:

- (a) caution the staff member that failure to correct the misconduct may lead to dismissal procedures;
- (b) make a copy of the provisions of this clause available to the staff member;
- (c) inform the staff member of the availability of assistance from the appropriate union, and particularly where the problem has resulted from causes outside the work place, the Adviser to Staff; and

- (d) make a record of the meeting, including further actions and outcomes, and provide a copy to the staff member.

57.3.3 The supervisor will have further meetings with the staff member, as required, over an agreed period. The supervisor will keep written records of progress and make copies available to the staff member.

57.3.4 Where the misconduct continues or recurs, the supervisor will make a written report to the delegate, a copy of which will be made available to the staff member.

57.3.5 Following receipt of a report of misconduct, the delegate will meet with the supervisor and the staff member concerned, both individually and together, and review the measures taken to that stage. The staff member may have a representative present at these meetings and must be advised of his or her right to do so in advance of the first meeting.

57.3.6 The delegate may determine that:

- (a) no further action is to be taken;
- (b) the difficulties stem from a personality conflict between the supervisor and the staff member concerned and the matter should be the subject of a conflict resolution process;
- (c) the staff member must enter into a conduct agreement in accordance with sub-clause 57.4 or a training or counselling program or both; or
- (d) the matter is to be referred to the Deputy Vice-Chancellor or agent for commencement of dismissal procedures.

57.3.7 The delegate will advise the staff member in writing of his or her decision, including the reasons for it.

57.3.8 Where the staff member refuses to enter into a conduct agreement, refuses to undertake training or refuses to receive counselling, the delegate will advise the staff member that dismissal procedures will commence.

57.4 Conduct Agreement

57.4.1 A conduct agreement will be drawn up between the supervisor and the staff member in the presence of a facilitator, who will be an officer of Human Resources Division, and, if the staff member so requests, his or her representative.

57.4.2 A conduct agreement will normally not be for a period longer than 6 months. The period may be extended by any periods of leave taken by the staff member.

57.4.3 The conduct agreement will:

- (a) clearly define the problem;

- (b) set out the actions to be taken by both the staff member and the supervisor to correct the problem;
- (c) specify the required outcomes of the agreement;
- (d) state the length of the period for which it will run;
- (e) where relevant, include the staff member's commitment to a program of training or counselling;
- (f) specify dates for regular reviews in the presence of the facilitator, noting that these will be the subject of written progress reports by the facilitator to the delegate;
- (g) inform the staff member of the provisions of sub-clause 57.5;
- (h) where relevant, include the supervisor's commitment to provide, or release the staff member to attend, training courses; and
- (i) include a statement that any deliberate breach by the staff member may lead to dismissal procedures.

57.4.4 The agreement will be signed by all parties.

57.4.5 Unless the Deputy Vice-Chancellor or agent determines to the contrary, the documentation generated under the agreement will be placed on the staff member's file.

57.5 Dismissal Procedures

57.5.1 Where the delegate determines that preliminary procedures have failed to resolve a misconduct problem, or, in the case of serious misconduct, the delegate will:

- (a) inform the staff member in writing that the dismissal procedures are being initiated and provide a written statement of the specific nature of the serious misconduct; and
- (b) make a report in writing to the Deputy Vice-Chancellor.

57.5.2 The Deputy Vice-Chancellor or agent will, within 5 working days, inform the staff member of the receipt of the report from the delegate and make a copy available to the staff member.

57.5.3 The staff member will have 5 working days from receipt of the report to submit a written response relating to the reasons and circumstances of the serious misconduct allegation if he or she wishes. This statement may be submitted directly by the staff member to the Deputy Vice-Chancellor or agent or may be submitted through the staff member's representative.

57.5.4 The Deputy Vice-Chancellor or agent will investigate the matter, or appoint a staff member to act as investigator, and then determine appropriate action.

57.5.5 The Deputy Vice-Chancellor or agent may:

- (a) take no further action;
- (b) give the staff member notice of termination of employment, with the period of notice being as specified in clause 62; or
- (c) in cases where the staff member is guilty of serious misconduct of such a nature that it would be unreasonable to expect the University to continue to employ the staff member during the notice period, terminate employment without notice.

57.6 Suspension

57.6.1 Where alleged misconduct is of a nature that causes imminent, and serious, risk to the health or safety of a person or the staff member's continued presence on campus otherwise presents serious risk to the University and its staff and students, the Deputy Vice-Chancellor or agent may suspend a staff member about whom the allegation has been made.

57.6.2 Where a staff member is suspended the following will apply:

- (a) the suspension will be for a period not exceeding 10 working days; and
- (b) the staff member will receive his or her salary for the period of suspension.

57.6.3 The Deputy Vice-Chancellor may suspend a staff member from work, and the campus, for the duration of the notice period specified in accordance with paragraph 57.5.5(b).

Section 5 Grievance and dispute resolution

58. Grievance and mediation

58.1 A staff member who feels aggrieved about any matter associated with his or her employment conditions and who has been unable to resolve that grievance after reference to his or her supervisor or Dean or Director may seek to resolve that grievance by reference to the following nominated officers:

- (a) the Chair of the Board of the Faculties for academic staff in the Institute of Advanced Studies and University Centres;
- (b) the Chair of the Board of the Institute of Advanced Studies for academic staff in The Faculties;
- (c) the Director of Human Resources for general staff.

58.2 These nominated officers may seek to mediate the grievance directly or may refer the matter to a staff member trained in the mediation of grievances or, to an external mediation service.

58.3 The union parties to this Agreement will urge their members to exhaust the mediation process prior to grievances being referred to formal industrial processes.

59. Dispute avoidance and settlement

59.1 A prime aim of the parties is the avoidance and resolution of industrial disputes by means of the provision of information and explanation, consultation, cooperation and negotiation.

59.2 Where a dispute arises in or in connection with any matter relating to any of the conditions of employment contained in this Agreement, the following procedures in this clause will apply with a view to settling the matter in dispute.

59.3 Without prejudice to any party, the parties will ensure that, until the procedures described in this clause have been completed:

- (a) work continues in the normal manner, except where a *bona fide* safety issue exists;
- (b) no industrial action will be taken by the University or the union(s); and
- (c) the University will not change work, staffing or the organisation of work if such is the subject of the dispute, or take other action likely to exacerbate the dispute.

59.4 Where a bona fide safety issue exists, staff members will not work in an unsafe environment but, where appropriate, accept re-assignment to alternative suitable work or places of working until their normal place of work has been determined to be safe.

59.5 Internal dispute settling procedure

59.5.1 The relevant union(s) will notify the Director of Human Resources of the nature of the matter in dispute. The notice will include the name of the person nominated by the union(s) as the conciliation officer for the purposes of conciliating that particular matter.

59.5.2 The Director of Human Resources will appoint a conciliation officer to represent the University in the matter and will advise the union(s) of the person so nominated.

59.5.3 Any party to the dispute may object to the appointment of a particular conciliation officer. Where there is an objection, the Director of Human Resources and an authorised officer of the union(s) will jointly decide the appointment.

59.5.4 The conciliation officers will investigate the matter in dispute and resolve the matter as expeditiously as circumstances allow. Where necessary for the purposes of their investigation, the conciliation officers will have access to personal files (subject to the consent of the staff members concerned), duty statements, assessments, reports and other relevant documents (except those restricted by the

Freedom of Information Act 1982 and the Commonwealth Privacy Act 1988) and may interview relevant people both inside and outside the University and carry out job inspections.

- 59.5.5 The conciliation officers will report their findings and recommendations in writing to the Director of Human Resources and an authorised officer of the union(s) concerned.
- 59.5.6 Where the matter remains unresolved the Director of Human Resources will arrange a conference between such University representatives as he or she determines and such representatives of the relevant union(s) as determined by the authorised officer. The parties may decide to seek the assistance of an agreed independent person or persons who will attempt to resolve the matter.
- 59.5.7 Nothing in this clause prevents the Director of Human Resources and the authorised officer of the union from entering into negotiations at any level either at the request of a staff member or by their own initiative in respect of matters in dispute or issues which either party regards as significant, should such action be considered conducive to achieving agreement.

59.6 Further action

- 59.6.1 Should the dispute not be resolved by the procedure in sub-clause 59.5, or if either party refuses to engage in that procedure, the matter may be referred to the Australian Industrial Relations Commission by either party.
- 59.6.2 Where the Commission determines that it has jurisdiction to arbitrate, the Commission may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by the Commission's resolution of the dispute.
- 59.6.3 Where the Commission determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any recommendation made by the Commission, during conciliation, to resolve the dispute.
- 59.6.4 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the Australian Industrial Relations Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute made by the agreed person or body.
- 59.6.5 It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement, any party may at any time apply for variation of the Agreement to eliminate the alleged ambiguity or uncertainty or the Commission may act of its own motion to take steps to vary the Agreement.
- 59.6.6 Nothing in this Clause shall restrict the parties in the exercise of any right which they may have under the provisions of the *Workplace Relations Act 1996*, or any subsequent Commonwealth industrial relations legislation.

Section 6 Union representation

60. Union representation

- 60.1 The parties to this Agreement acknowledge that staff have the right to choose to be a member of and be represented by a union, or to neither be a member of nor represented by a union.
- 60.2 The University will provide appropriate time release for University staff who are official union representatives.

Part 10 Ceasing employment

61. Circumstances of employment ending

61.1 The employment of a staff member on a standard appointment will only be terminated in the circumstances specified in the following table. Termination will only occur in accordance with the relevant provisions of this Agreement, as set out in the table.

Reason for termination	Relevant provisions of this Agreement (clause number)	
	Academic staff	General staff
resignation	65	65
retirement on the grounds of ill health	66	66
redundancy	53	56
unsatisfactory performance	36	36
serious misconduct	54	57

61.2 The employment of a staff member on a fixed term appointment will only be terminated in the circumstances specified in the following table. Termination will only occur in accordance with the relevant provisions of this Agreement, as set out in the table.

Reason for termination	Relevant provisions of this Agreement (clause number)	
	Academic staff	General staff
resignation	65	65
expiry of contract	63	63
serious misconduct	54	57

61.3 Notwithstanding sub-clauses 61.1 and 61.2, the University may also terminate a general 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 his or her position for an unreasonable period of time. In such circumstances, the University will redeploy the staff member wherever practicable.

62. Minimum notice period for termination of employment

Except where otherwise specified in this Agreement, the minimum notice periods for termination of employment are in the following table.

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

In addition to this period, a staff member over 45 years of age at the time of giving notice and with not less than 2 years' continuous service is entitled to an additional week's notice.

63. Expiry of a fixed term appointment**63.1 Notice of expiry of contract**

The University will provide to a staff member employed on a fixed term contract in the circumstances described in paragraphs 8.2.2(a), (b), (d), (f) and (g) written notice of its intention to renew, or not to renew, employment with the University upon the expiry of the contract. The minimum notice periods are those specified in clause 62.

63.2 Eligibility for severance pay upon expiry

63.2.1 A fixed term staff member engaged in accordance with the circumstances described in paragraphs 8.2.2(a) and (b) whose contract of employment is not renewed because:

- (a) in the case of a staff member on a second or subsequent fixed term contract, the same or substantially similar duties are no longer required by the employer; or
- (b) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;

is entitled to a severance payment in accordance with clause 64.

63.2.2 The provisions of sub-clause 63.2.1 will not apply where:

- (a) the staff member does not seek to continue the employment;
- (b) the staff member's entire period of continuous service with the University is a single fixed term engagement made under a contract containing an express provision that the contract will not be extended or renewed; or
- (c) the University assists the staff member in securing the same or similar employment with another employer, with transfer of all accrued entitlements.

64. Severance pay

64.1 A staff member who is entitled to severance pay upon termination of employment with the University in accordance with sub-clause 63.2.1 will be paid the amount specified in the following table.

Period of continuous service	Severance pay
1 year or less	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

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

65. Resignation

65.1 A staff member must give the University the period of notice of resignation specified in his or her contract of employment, or at least 2 weeks' notice, whichever is greater. A shorter period of notice may be agreed by the delegate.

65.2 Where a staff member resigns before completing 3 years' service or the agreed term of a fixed term appointment of less than 3 years, a *pro rata* refund of the cost of travel and removal expenses made upon appointment may be required.

66. Termination of employment on the grounds of ill health

66.1 The University may require a staff member whose capacity to perform the duties of his or her office is in doubt to undergo a medical examination by a medical practitioner chosen by the University and at the expense of the University. The University will provide not less than 2 months' notice that a medical examination is required.

66.2 The staff member may, during the notice period, elect to apply to his or her superannuation fund for ill-health retirement or temporary disability benefit. If the superannuation fund agrees to give either, the staff member will not have to undergo the medical examination.

66.3 If the superannuation fund decides that the staff member, following a period of receipt of a temporary disability benefit, is capable of resuming work, the University may dispute this decision and proceed to require an examination by a medical practitioner of its choice. A copy of the medical report made by the medical practitioner will be made available to the delegate and to the staff member.

66.4 If the medical examination reveals that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within a reasonable period, being not less than 12 months, the University may give 6 months' notice of termination of the employment of the staff member or payment *in lieu* of notice.

66.5 The staff member may apply to resign before the University terminates his or her employment, provided the last day of duty is within a reasonable period. The University will accept the resignation immediately.

66.6 Review

66.6.1 Within 10 working days of receiving the medical report, the staff member or his or her representative may request that the report be referred to a panel for review.

66.6.2 The review panel will comprise three medical practitioners, being:

- (a) one appointed by the University;
- (b) one appointed by the staff member or by his or her representative; and
- (c) one appointed by the President of the State or Territory Branch of the Australian Medical Association.

The panel must not include the practitioner who made the initial report.

66.6.3 The University will not terminate the employment of the staff member before the panel reports.

66.6.4 The medical practitioner making the initial assessment and the panel reviewing this assessment will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting a disablement pension or other similar benefit.

66.7 Where a staff member refuses to undergo a medical examination within 3 months of a written notification to do so, the University may reasonably conclude that the staff member is unable to perform his or her duties and is unlikely to be able to resume them within 12 months, and may terminate employment in accordance with sub-clause 66.4.

66.8 A refusal by a staff member in these circumstances will not constitute misconduct and will not lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

67. Voluntary early retirement schemes

Where the University chooses to offer a voluntary early retirement scheme, it will consult with the unions party to this Agreement and will provide a minimum lump sum benefit of 2 weeks' salary for each year of service but with no obligation to pay in excess of 52 weeks' salary.

Schedule 1 - Academic Staff Position Classification Standards

Academic Staff Position Classification Standards

The classification standards for teaching and research and research only academic staff describe the broad categories of responsibilities attached to staff at different levels. The standards are not exhaustive of all tasks in academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels. The standards provide an adequate basis to differentiate between the various levels of employment and define the broad relationships between classifications.

Progression through an academic career will normally be based on teaching and/or research, administrative functions and contribution to the profession. The balance of functions will vary according to level and position over time.

Teaching and Research Positions

Level A

General Standard

A Level A academic is expected to make contributions to the teaching effort of the institution, particularly at undergraduate and graduate diploma level and to carry out activities to develop his/her scholarly, research and/or professional expertise relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level A academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions;
- the preparation and delivery of lectures and seminars provided that skills and experience demonstrate this capacity;
- the conduct of research;
- involvement of professional activity;
- consultation with students;
- marking and assessment primarily connected with subjects in which the academic teaches;
- production of teaching materials for students for whom the academic has responsibility;
- development of subject material with appropriate guidance from the subject or course coordinator;

- limited administrative functions primarily connected with subjects in which the academic teaches;
- acting as subject coordinators provided that skills and experience demonstrate this capacity; and
- attendance at departmental and/or faculty meetings and/or membership of a limited number of committees.

A Level A academic will not be required to teach primarily in subjects which are offered only at Masters level or above.

A Level A academic shall work with support and direction from academic staff classified at Level B and above and with an increasing degree of autonomy as the academic gains in skill and experience.

The most complex levels of subject coordination should not be carried out by a Level A academic.

Skill Base

A Level A academic will normally have completed four years of tertiary study in the relevant discipline and/or have equivalent qualifications and/or professional experience. In many cases a position at this level will require an honours degree or higher qualifications, an extended Professional degree, or a three year degree with a postgraduate diploma. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or contributions to technical achievement.

Level B

General Standard

A Level B academic is expected to make contributions to the teaching effort of the institution and to carry out activities to maintain and develop his/her scholarly, research and/or professional activities relevant to the profession or discipline.

Specific Duties

Specific duties required of a Level B academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- initiation and development of subject material;
- acting as subject coordinators;
- the preparation and delivery of lectures and seminars;

- supervision of the program of study of honours students or of postgraduate students engaged in course work;
- supervision of major honours or postgraduate research projects;
- the conduct of research;
- involvement in professional activity;
- development of course material with appropriate advice from and support of more senior staff;
- marking and assessment;
- consultation with students;
- a range of administrative functions the majority of which are connected with the subjects in which the academic teaches; and
- attendance at departmental and/or faculty meetings and/or membership of a number of committees.

Skill Base

A Level B academic shall have qualifications and/or experience recognised by the institution as appropriate for the relevant discipline area. In many cases a position at this level will require a doctoral or masters qualification or equivalent accreditation and standing. In determining experience relative to qualifications, regard is had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement.

Level C

General Standard

A Level C academic is expected to make significant contributions to the teaching effort of a department, school, faculty or other organisational unit or an interdisciplinary area. An academic at this level is also expected to play a major role in scholarship, research and/or professional activities.

Specific Duties

Specific duties required of a Level C academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- initiation and development of course material;
- course coordination;
- the preparation and delivery of lectures and seminars;
- supervision of major honours or postgraduate research projects;

- supervision of the program of study of honours students and of postgraduate students engaged in course work;
- the conduct of research;
- significant role in research projects including, where appropriate, leadership of a research team;
- involvement in professional activity;
- consultation with students;
- broad administrative functions;
- marking and assessment; and
- attendance at departmental and/or faculty meetings and a major role in planning or committee work.

Skill Base

A Level C academic will normally have advanced qualifications and/or recognised significant experience in the relevant discipline area. A position at this level will normally require a doctoral qualification or equivalent accreditation and standing. In determining experience relative to Qualifications, regard shall be had to teaching experience, experience in research, experience outside tertiary education, creative achievement, professional contributions and/or to technical achievement. In addition a position at this level will normally require a record of demonstrable scholarly and professional achievement in the relevant discipline area.

Level D

General Standard

A Level D academic is expected to make a significant contribution to all activities of the organisational unit or interdisciplinary area and play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of distinction in their disciplinary area.

Specific Duties

Specific duties required of a Level D academic may include:

- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- the development of and responsibility for curriculum/programs of study;
- course coordination;
- the preparation and delivery of lectures and seminars;
- supervision of major honours or postgraduate research projects;

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- supervision of the program of study of honours students and of postgraduate students engaged in course work;
 - the conduct of research, including, where appropriate, leadership of a large research team;
 - significant contribution to the profession, and/or discipline;
 - high level administrative functions;
 - consultation with students;
 - marking and assessment; and
 - attendance at departmental and faculty meetings.

SKILL BASE

A Level D academic will normally have the same skill base as a Level C academic. In addition there is a requirement for academic excellence which may be evidenced by an outstanding contribution to teaching and/or research and/or the profession.

Level E

General Standard

A Level E academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research, teaching, professional activities and policy development in the academic discipline within the department or other comparable organisational unit, within the institution and within the community, both scholarly and general.

Specific Duties

Specific duties required of a level E academic may include: .

- Provision of a continuing high level of personal commitment to, and achievement in, a particular scholarly area;
- the conduct of research;
- fostering the research of other groups and individuals within the department or other comparable organisational unit and within the discipline and within related disciplines;
- development of research policy;
- supervision of the program of study of honours students or of postgraduate students engaged in course work;
- supervision of major honours or postgraduate research projects;
- making a distinguished personal contribution to teaching at all levels;
- the conduct of tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
- the preparation and delivery of lectures and seminars;

- consultation with students;
- marking and assessment;
- playing an active role in the maintenance of academic standards and in the development of educational policy and of curriculum areas within the discipline;
- developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution; and
- participating in and providing leadership in community affairs, particularly those related to the discipline, in professional, commercial and industrial sectors where appropriate.

Skill Base

A Level E academic shall have the same skill base as a Level D academic but will be recognised as a leading authority in the relevant discipline area.

Research-only positions

Level A

General Standard

A Level A research-only academic is expected to contribute towards the research effort of the institution and to develop his/her research expertise through the pursuit of defined projects relevant to the particular field of research.

Specific Duties

Specific duties required of a Level A research-only academic may include:

- the conduct of research under limited supervision either as a member of team, or where appropriate, independently, and the productions or contribution to the production of conference and seminar papers and publications from that research;
- involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
- limited administrative functions primarily connected with the area of research of the academic;
- development of a limited amount of research-related material for teaching or other purposes with appropriate guidance from other staff;
- occasional contributions to teaching in relation to his/her research project(s);
- experimental design, and operation of advanced laboratory and technical equipment or conduct of advanced research procedures;
- attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or faculty meetings and/or membership of a limited number of committees;
- advice within the field of the staff member's research to postgraduate students.

A Level A research-only academic shall work with support, guidance and/or direction from staff classified at Level B and above and with an increasing degree of autonomy as the research academic gains in skill and experience.

Skill Base

A Level A research-only academic will normally have completed four years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research potential.

LEVEL B

General Standard

A Level B research-only academic is expected to carry out independent and/or team research within the field in which he/she is appointed and to carry out activities to develop his/her research expertise relevant to the particular field of research.

Specific Duties

Specific duties required of a Level B research-only academic may include:

- the conduct of research either as a member of a team or independently, and the production of conference and seminar papers and publications from that research;
- supervision of research-support staff involved in the staff member's research;
- guidance in the research effort of junior members of research-only academic staff in his/her research area;
- involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
- administrative functions primarily connected with his/her area of research;
- occasional contributions in the teaching program within the field of the staff member's research;
- co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the staff member's area of research;
- attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and/or membership of a limited number of committees.

Skill Base

A Level B research-only academic will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition he/she may be expected to have had post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

LEVEL C

General Standard

A Level C research-only academic is expected to make independent or original contributions to the research effort within his/her field of expertise and to the organisational unit or inter-disciplinary area of which he/she is a part. An academic at this level is expected to play a major role in research including the exercise of some leadership in research.

Specific Duties

Specific duties required of a Level C research-only academic may include:

- the conduct of research and the production of conference and seminar papers and publications from that research;
- supervision of research-support and administrative staff involved in the staff member's research;
- supervision where appropriate of the research of less senior research-only academic staff;
- involvement, where appropriate, in the promotion of research links with outside bodies;
- preparation of research proposal submissions to external funding bodies;
- significant role in research projects including, where appropriate, leadership of research teams or management of projects;
- responsibility for the oversight of financial management of grants received for his/her research projects;
- involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
- occasional contributions to the teaching program within the field of the staff member's research;
- supervision of major honours or postgraduate research projects within the field of the staff member's area of research;
- various research-related administrative functions;
- attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.

Skill Base

A Level C research-only academic will normally have a relevant doctoral qualification or equivalent accreditation and standing together with subsequent research experience. A position at this level will require a demonstrated strong record of publications, conference papers, reports and/or professional and/or technical contributions in the relevant discipline area.

Level D

General Standard

A Level D research-only academic is expected to make major original contributions to the research enterprise of the area in which he/she is appointed and to play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

Specific Duties

The specific duties required of a Level D research-only academic may include:

- the conduct of independent research in which the academic may work as part of a team and the production of conference and seminar papers and publications from the research;
- supervision of research-support and administrative staff;
- a major role in all aspects of major research projects including management and/or leadership of large research projects or teams;
- supervision of the research of less senior research-only academic staff;
- promotion of research links with outside bodies;
- preparation of research proposal submissions to external bodies;
- responsibility for the oversight of financial management of grants;
- involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
- occasional contributions to the teaching program within the field of the staff member's research;
- supervision of major honours or postgraduate research projects;
- higher level research-related administrative functions;
- some involvement in the development of research policy;
- attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work;
- significant contribution to the discipline in which the research efforts of the academic are undertaken.

Skill Base

A Level D research-only academic will normally have the same skill base as a Level C research-only academic. In addition there will be a requirement for academic excellence and outstanding contribution to research.

Level E

General Standard

A Level E research-only academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in his/her area of research, in the organisation unit, within the institution and within the scholarly and general community.

Specific Duties

The specific duties required of a Level E academic may include:

- provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research or scholarship;
- fostering the research of other groups and individuals within the organisational unit and more broadly within the institution;
- development of a research policy;
- preparation of research proposal submissions to external bodies;
- responsibility for the oversight of financial management of grants;
- the conduct of independent research in which the academic may provide leadership within a team and the preparation of conference and seminar papers and publications from that research;
- supervision of research and administrative staff and other academic staff responsible to the Level E research-only academic;
- making a distinguished personal contribution to the conduct of research at all levels;
- management of large research projects of teams;
- developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution;
- participating in community and professional activities related to his/her disciplinary area, including involvement in commercial and industrial sectors where appropriate;
- involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise;
- occasional contribution to the teaching program in the field of the staff member's research;
- supervision of major honours or postgraduate research projects;
- attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.

Skill Base

A Level E research-only academic shall have the same skill base as a Level D research-only academic but will be recognised as a leading authority in his or her area of research.

Schedule 2 - General Staff Position Classification Standards

General Staff Position Classification Standards

General staff positions will be classified in accordance with the ANU Officer structure set out in this Schedule. The minimum salary entitlement of all staff will be determined by the classification of their position according to the primary ANU Officer Grade descriptors and the Senior Administrative Officer (SAO) descriptors in Part 1. For the purposes of determination of certain other employment conditions, as set out in this Agreement, and for the classification of positions, classification streams are described in Part 2. The level of duties for each classification within these streams is described in the secondary descriptors in Part 3.

PART 1 PRIMARY DESCRIPTORS

The descriptors in this Part are the primary work level descriptors for each of the ANU Officer Grades.

Definitions

Supervision

- Close supervision:* Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures and 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 employee may be required. Performance will be measured against objectives.

Qualifications

- Year 12:* completion of Year 12 of secondary school

<i>Trade certificate:</i>	completion of an apprenticeship, normally of 4 years duration, or equivalent recognition
<i>Post-trade certificate:</i>	a course of study over and above a trade certificate and less than an advanced certificate
<i>Advanced certificate:</i>	a 2 year part time post-Year 12 or post-trade certificate course, or a 4 year part time course for those who have completed Year 10 only of secondary school
<i>Certificate:</i>	a 2 year full time or 4 year part time course, without a Year 12 prerequisite
<i>Associate diploma:</i>	a 2 year full time or 4 year part time course with a Year 12 prerequisite
<i>Degree:</i>	a recognised degree from a tertiary institution, often completed in 3 or 4 years, and sometimes combined with a one year diploma
<i>Postgraduate degree:</i>	a recognised postgraduate degree, over and above a degree as defined above

Classification dimensions

<i>Training level:</i>	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
<i>Occupational equivalent:</i>	occupations typically falling within each classification level
<i>Task level:</i>	the type, complexity and responsibility of tasks typically performed by staff within each classification level
<i>Organisational knowledge:</i>	the level of knowledge and awareness of the structure and functions of the organisation that is expected of staff at each classification level, and the purposes to which that organisational knowledge may be put
<i>Judgement, independence and problem solving:</i>	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 action are available.
<i>Typical activities:</i>	activities typically undertaken by staff in different occupations at

each of the classification levels

ANU Officer Grade 1

Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees 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 employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

Occupational equivalent

Cleaner, Labourer, Trainee for ANU Officer 2 level 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.

ANU Officer Grade 2

Training level or qualifications

Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or

completion of Year 12 without work experience or an equivalent combination of experience and training.

Occupational equivalent

Clerk, Security Patrol Officer.

Level of supervision

Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).

Task level

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

Organisational knowledge

Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

Judgement, independence and problem solving

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee 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.

Typical activities

Clerical 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.

Security Officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

ANU Officer Grade 3

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.

Persons 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 an advanced certificate or associate diploma.

Occupational equivalent

Tradesperson, technical assistant/technical trainee, clerical/secretarial.

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, 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

In trades positions, apply the skills taught in a trade certificate 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.

In technical assistant positions:

- 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

Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In clerical positions, perform a range of clerical support tasks including:

- standard use of a word processing package (including store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics) or an established spreadsheet or database application

- provide general clerical support to staff within a faculty, including word processing, setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel
- process accounts for payment.

ANU Officer Grade 4

Training level or qualifications

Persons employed at Level 4 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of an associate diploma level qualification with relevant work related experience or a certificate level qualification with post-certificate relevant work experience;
- completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Technical officer or technician, clerical/secretarial above Grade 3, advanced tradesperson.

Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.

May supervise or coordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.

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

In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial 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.

Typical activities

In trades positions:

- work on complex engineering or interconnected electrical circuits
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions:

- develop new equipment to criteria developed and specified by others
- 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
- demonstrate the use of equipment and prepare reports of technical nature as directed.

In library technician positions:

- undertake copy cataloguing
- use a range of bibliographic databases
- undertake acquisitions
- respond to reference inquiries.

In clerical/secretarial positions:

- may undertake a full range of word processing functions, including mathematical formulae and symbols, manipulation of text and layout in desktop publishing software and use of a range of word processing packages if required
- be responsible for providing a full range of secretarial services in a faculty
- plan and set up spreadsheets or data base applications
- provide advice to students on enrolment procedures and requirements administer enrolment and course progression records.

ANU Officer Grade 5

Training level or qualifications

Persons employed at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an associate diploma and at least 2 years subsequent relevant work experience; or
- completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (ie degree) or professional, without subsequent work experience on entry (including inexperienced computer systems operator); 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 technical 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, processes and techniques and how they interact with other related functions.

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

In technical positions:

- 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 demonstration
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use
- prepare reports of a technical nature.

In library technician positions, perform at a higher level than Level 4, including;

- 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 a outposted service.

In administrative positions, 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.

In professional positions and under professional supervision:

- 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.

ANU Officer Grade 6

Training level or qualifications

Persons employed at Level 6 shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- 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 operator 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, clerical, administrative and other non-professional staff.

Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees 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, 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

In technical positions:

- 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.

In administrative positions:

- 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.

In professional positions:

- 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.

ANU Officer Grade 7

Training level or qualifications

Persons employed at ANU Officer Grade 7 will typically perform duties at 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 professional or scientific officer, senior administrator in a small less complex faculty.

Level of supervision

Broad direction. May manage other 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 responsibility 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 specialist research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

ANU Officer Grade 8

Training level or qualifications

Persons employed at ANU Officer Grade 8 will typically perform duties at 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

Researcher of national standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. May manage other 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 employee 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 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

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; 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.

ANU Officer Grade 9

Training level or qualifications

Persons employed at ANU Officer Grade 9 will typically perform duties at 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

Researcher of national or international standing; manager; senior school or faculty administrator.

Level of supervision

Broad direction. Will manage other 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 program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Typical activities

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources; 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; manage a small and specialised unit where significant innovation, initiative and/or judgement are required; 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.

ANU Officer Grade 10

Training level or qualifications

Persons employed at or above this level shall typically perform duties at a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; in addition to, in some areas
- postgraduate qualifications and extensive relevant experience.

Occupational equivalent

Senior program, research or administrative manager.

Level of supervision

Broad direction. Will manage other 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

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.

Judgement, independence and problem solving

Be fully responsible for the achievement of significant organisational objectives and programs.

Typical activities

Manage a large functional unit with a diverse or complex set of functions and significant resources; manage a more complex function or unit where significant innovation, initiative and/or judgement are required; 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.

Classification descriptors for senior administrative officer positions

Minimum requirement for SAO classification

Training Level or Qualifications	Level of Supervision	Task Level	Organisational
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. * As a guide, experience in this context and at this level is likely to be at least 8 years.	Broad direction. Usually will manage other administrative, technical and/or professional staff.	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.	Devise new ways of a and/or administrative new internal and exter

Specific requirements

		SAO1	SAO2	SAO3
Scope	Area managed	Single section, usually only one significant component.	Administrative structure for a school or an office/branch usually with more than one significant component.	A major portion of the of faculties or more than one office/branch a division.
	Number of staff	Usually 5-10, at least one of whom would be above ANUO 6/7 level.	Usually 5-50, at least one of whom would be above ANUO 8 level	Usually 20+, at least one of whom would be above ANUO 9/10
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.	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.	Normally a number of streams, more than one Performs a number of (more than 2), at least one 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.

	SAO1	SAO2	SAO3
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.	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.	Prepares initial drafts of policy for a substantial campus-wide impact 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 complex. This level would not use direct supervisor.
Capacity to commit	Resources within budget. Usually own area only.	Resources within budget. Usually own area only.	Resources within budget. Responsible for additional resources. Capacity to commit to other areas.
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.	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.	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.

PART 2 CLASSIFICATION STREAMS

Classification Stream	ANU Officer Grades and Broadbands ¹	Relevant secondary descriptors
Administration	1,2,3,4,5,6/7,8,9/10	Administration ²
Attendant	1,2	Administration
Cleaner	1,2,3	Cleaner
Engineer	5/6,7,8,9,10	Engineer ²
Grounds	2,3,4	Grounds
Hospitality	1,2,3	Hospitality
Information Technology	2,3,4,5/6,7,8,9,10	Information Technology ²
Library	4,5/6,7,8,9,10	Library ²
Maintenance	1,2,3,4,5	Maintenance
Printing	2,3,4	Printing
Research	4,5/6,7,8,9	Research ²
Security	3,4	Security
Stores	2,3,4,5	Administration
Technical/Draughting/ Illustrating	1,2,3,4/5,6,7,8,9,10	Technical ^{2,3}

Footnotes

1. Broadbands are indicated as, for example, 6/7.
2. The specialist secondary descriptors may be used to classify positions at the ANU Officer Grade 6 or above, where specialist skills are required. Where a position is classified as specialist, Grades 6 and 7 and Grades 9 and 10 will be broadbanded.
3. ANU Officer 1 (Technical) uses the administration secondary descriptors

PART 3 SECONDARY DESCRIPTORS

Glossary of terms

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

<i>Adapt</i>	To modify or alter.
<i>Advise</i>	To recommend a course of action; to counsel; to give advice to (not simply to tell or inform).
<i>Analyse</i>	To study the factors of a situation or problem in detail in order to determine the solution.
<i>Analysis</i>	The resolution or breaking up of factors/tasks/data into their various simple elements.
<i>Anticipate</i>	To foresee events, trends, consequence or problems.
<i>Approve</i>	To sanction officially; to ratify (thereby assuming responsibility).
<i>Area</i>	A School, Centre, The Faculties or University Division (e.g. Buildings and Grounds Division, Accounting Division, Secretary's Division). See also: Local Work Area
<i>Assist</i>	To lend aid; to help; to give support to.
<i>Collaborate</i>	To work with and act jointly with others.

<i>Communication skills</i>	Thoughts and information are expressed clearly, concisely with the choice of words. Careful listening ensures a mutual understanding of the information exchanged. Written expressed in a way which others can easily follow.
<i>Complex</i>	Intricate, complicated; consisting of a number of inter-related steps requiring analysis and
<i>Conceptualise</i>	To form ideas or notions which give rise to options, solutions or improved methods or un
<i>Consult</i>	To confer with; to seek the advice, views or ideas of others.
<i>Contact</i>	To communicate with.
<i>Coordinate</i>	To bring into common action; to harmonise; to integrate.
<i>Delegate (verb)</i>	To assign or entrust to another tasks, duties or responsibilities whilst retaining ultimate a
<i>Demonstrate</i>	To illustrate and explain, especially with examples.
<i>Design</i>	To create a plan or scheme.
<i>Develop</i>	To initiate, elaborate or expand a plan, program or course of action.
<i>Devise</i>	To plan or invent a way of doing something or an alternative way of doing something
<i>Diagnose</i>	To ascertain the condition of; to identify an error or malfunction.
<i>Distribute</i>	To apportion or deal out as in distributing literature or mail.
<i>Draft</i>	To write or compose papers or documents in rough, preliminary or final form, usually fo
<i>Establish</i>	To set up; to institute; to place on a firm basis.
<i>Evaluate</i>	To appraise; to assess the value of.
<i>Expert</i>	A person having particular skill(s), experience and in-depth knowledge.
<i>Facilitate</i>	To make easy or less difficult (usually by doing something to advance the accomplishme
<i>Formulate</i>	To develop or devise a statement of policy, a method or a procedure.
<i>Implement</i>	To carry out a task, plan or program.
<i>Independence</i>	The extent to which a staff member is allowed or encouraged to work without supervisio
<i>Initiate</i>	To begin a process; set going; originate.
<i>Innovate</i>	To exercise creativity in introducing something new or in making changes.
<i>Interaction</i>	Action or behaviour that influences and responds to that of another or others.
<i>Judgement</i>	The ability to make sound decisions, recognising the consequences of decisions taken or
<i>Leadership</i>	The ability to create a cohesive, cooperative and equitable work group which effective area. Leadership implies the continual development of staff and giving and receiving co
<i>Liaise</i>	To maintain contact with; to act as intermediary between parties.
<i>Local work area</i>	A Centre, Unit, Office, Department or Program
<i>Maintain</i>	To keep possession of; to hold or keep in an appropriate condition; to keep up to date or
<i>Manage</i>	To take responsibility for; to control.
<i>Modify</i>	To make changes to.
<i>Monitor</i>	To watch, check, keep track of or record progress of.
<i>Negotiate</i>	To communicate or confer with others for the purpose of arranging some matter by m with a view to some compromise or settlement.
<i>Operate</i>	To conduct or perform an activity.
<i>Participate</i>	To take part in.
<i>Perform</i>	To carry out or execute some action.
<i>Policies/codes/ Standards</i>	The written determinations, guidelines, procedures or accepted practice which govern ac
<i>Prepare</i>	To make ready for a particular purpose.

<i>Problem solving</i>	The process of defining and selecting the appropriate course or courses of action in order to seek out most desirable or workable outcomes; may involve innovation.
<i>Process</i>	To handle in accordance with prescribed procedures.
<i>Proficient</i>	Having a demonstrated ability to perform relevant tasks competently.
<i>Recommend</i>	To propose a course of action for decision or approval.
<i>Record</i>	To register; to set down in writing.
<i>Represent</i>	To act in the place of, or on behalf of.
<i>Report</i>	To give an account of; to furnish information or data.
<i>Research</i>	The systematic investigation into and study of materials or sources to establish recommendations when appropriate.
<i>Review</i>	To re-examine, to re-assess, to re-evaluate.
<i>Revise</i>	To rework in order to correct or improve; to make a new, improved or up to date version.
<i>Routine</i>	Standard or regular way of working usually within established processes, methods and guidelines.
<i>Straight-forward</i>	Presenting no complications.
<i>Strategic planning</i>	To plan and develop proposals to achieve organisational goals and objectives.
<i>Strategic support</i>	Support critical to achievement of an objective.
<i>Supervise</i>	To take leadership and responsibility for the direction and performance of staff and work.
<i>Supervisor</i>	The staff member designated by the University to supervise the work and performance of staff who have responsibility for non-human resources.
<i>Understand</i>	To grasp the meaning of; to have knowledge of or technical acquaintance with.
<i>University level of influence</i>	School or Faculty where the activity has a major influence; or the influence is on a major or significant influence University-wide.
<i>Utilise</i>	To make use of.
<i>Verify</i>	To prove to be true or accurate; to confirm or substantiate.

Table 1 Administration secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 1			
No qualifications or work experience required.	Close supervision or, with experience, routine supervision.	Straightforward manual duties.	Provide straightforward information.
ANUO 2			
Requires skills and knowledge relevant to performance of duties or Year 12 or equivalent combination of experience and training.	Routine supervision but close if task is less than straightforward.	On occasion performs tasks which are not straightforward. For stores positions imprest function may move position one level higher.	Broad knowledge of own work area, functions, plus location and availability of related staff and services.
ANUO 3			
Year 12 and some relevant work experience OR equivalent combination of experience and training.	General direction. May supervise other staff.	Undertake tasks requiring developed skills and experience at a level higher than ANUO2. For stores positions imprest function may move position one level higher.	Some knowledge of areas undertaken in similar function. Knowledge of operations performed elsewhere which interact with own work.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 4			
Year 12 and extensive relevant work experience or equivalent combination of experience and training.	General direction. May supervise other staff	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.	Proficient in processes. Broad knowledge of related functions elsewhere and Areas operations which interact with process used or on outcomes.
ANUO 5			
Degree or Year 12 and extensive relevant work experience OR equivalent combination of experience and training.	General direction. May supervise, or delegate some tasks to other staff. Stores positions will have supervisory responsibility.	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.	Proficient in processes and procedures. Sound knowledge of related functions elsewhere within the University and interaction with the local area's operations. Stores positions require extensive knowledge of stores environment.
ANUO 6/7			
Degree with relevant experience or extensive experience in administrative field or an equivalent combination of extensive relevant experience and education/training.	Broad direction relating to work methods and practices. May have supervisory responsibility for administrative or cross stream staff.	Using acquired experience and skills undertake and manage work assignments, guided by policy, precedents and/or standards. Modify and define procedures with the affect confined to local work area (eg. Business Manager's Office).	Adapt administrative processes used elsewhere within University to own work. Possess working knowledge related administrative functions external own organisational unit (eg. Faculty).
ANUO 8			
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.	Broad direction. May have supervisory responsibility for administrative and/or cross-stream staff.	Limited responsibility for integrating into own work assignments other specific bodies of knowledge.	Make recommendations on policy. Develop and/or implement programs/projects involving major which may impact on other areas' operations.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 9/10			
Postgraduate qualifications and relevant experience or an equivalent combination of experience and education/training. Extensive management experience and proven management expertise.	Broad direction. Will manage other administrative and cross stream staff.	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.	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.

ANU Officer Grades 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.

ANU Officer Grades 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 higher level, and that more time will be spent on the more complex functions of the position.

Table 2 Cleaner secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 1			
No qualifications or work experience required.	Close supervision or, with experience, routine supervision.	Straightforward manual duties.	Provide straightforward information
ANUO 2			
Requires skills and knowledge relevant to duties performed or Year 12 or equivalent combination of experience and training.	Routine but close if task less than straightforward.	On occasion performs tasks which are not straightforward.	Broad knowledge of work area including functions plus location and available related areas.
ANUO 3			
Year 12 and some relevant work experience or equivalent combination of experience and training.	General direction. Will supervise other staff.	Some complexity. Apply skills over range of duties. May assist more senior staff with specific organisational tasks associated with the nature of work.	Knowledge of processes. School Centre-wide knowledge. Some knowledge of related functions elsewhere.

Table 3 Engineer secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 5/6			
Relevant Degree OR qualifications acceptable for Graduate membership of the Institution of Engineers, Australia.	Routine supervision to general direction. May be required to supervise cross-stream staff.	Apply engineering knowledge, principles and techniques in a straightforward way.	Tasks/assignments which require proficiency in work area's rules, regulations, processes and techniques. Know how they interact with other functions.
ANUO 7			
Degree plus relevant experience * and qualifications acceptable for Corporate membership as a Member of the Institution of Engineers, Australia. * Note: As a guide, experience in this context and at this level is likely to be 4 years.	Broad direction but closer supervision on more complex engineering activities. May manage other administrative, technical and/or professional staff.	Apply engineering knowledge and skills to the research/teaching program, or at University level.	Detailed knowledge of relevant research, teaching or site implications and external engineering activities.
ANUO 8			
Progress towards postgraduate qualifications or postgraduate qualifications, plus extensive relevant experience * and qualifications acceptable for Corporate membership as a Member of the Institution of Engineers, Australia. * Note: As a guide, experience in this context and at this level is likely to be 6 years.	Broad direction over position. May manage administrative, technical and/or professional staff.	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.	Devises and/or contributes to design projects/programs involving major change, the results of which may impact on other areas' operations.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 9			
Postgraduate qualifications plus extensive relevant experience * and qualifications acceptable for Corporate membership as a Member of the Institution of Engineers, Australia. * Note: As a guide, experience in this context and at this level is likely to be 8 years.	Broad direction over position. Will manage administrative and/or technical and professional staff.	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.	Responsible for development and implementation of project/program involving major change, the results of which may impact on other areas' operations. High level consultation
ANUO 10			
Postgraduate qualifications plus extensive relevant experience * acceptable for Corporate membership as a Senior Member of the Institution of Engineers, Australia. * Note: As a guide, experience in this context and at this level is likely to be 10 years.	Broad direction over position. Will manage administrative, technical and/or professional staff.	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.	Multi-perspective understanding of development, carriage and implementation of projects/ programs. Marketing of scientific development required.

ANU Officer Grades 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.

Table 4 Grounds secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 2			
No formal qualifications. Some previous experience which is relevant to one of the areas of work is essential.	Routine but close if task less than straightforward.	Perform tasks within established procedures. May on occasion perform more complex tasks. Some botanical knowledge may be required.	Detailed knowledge of grounds and service locations.
ANUO 3			
Horticulture/Greenkeeping Certificate. Some relevant experience.	General direction. May supervise other staff.	Some complexity. Some analysis of best way to undertake or complete tasks.	Knowledge of own work area procedures and their inter-relations with procedures in other related areas.
ANUO 4			
Horticulture/Greenkeeping Certificate plus relevant experience*. Supervisory experience. * As a guide, it is expected that experience in this context and at this level will be 4 years.	General direction. Will supervise other staff.	Will undertake planning or design functions related to University grounds and their maintenance. Apply skills to varied range of tasks.	Knowledge of own work area procedures and their inter-relations with procedures in other related areas. Perform work requiring proficiency with methods. Knowledge of objectives in order to coordinate gardening activities.

Table 5 Hospitality secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational knowledge
ANUO 1			
<p>Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.</p> <p>Employees 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 employment opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.</p>	<p>Close supervision or, in the case of more experienced staff working alone, routine supervision.</p>	<p>Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on the job training.</p> <p>Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required.</p> <p>Established procedures exists.</p>	<p>May provide straightforward info to others on building or service locations.</p>
<p>No formal qualifications required. No experience required.</p>	<p>Close supervision.</p>	<p>Established procedures. Range of straightforward tasks. Some knowledge of materials and foodstuffs.</p>	<p>Need know only relevant location within own work area.</p>

Training Level or Qualifications	Level of Supervision	Task Level	Organisational knowledge
ANUO 2			
<p>Persons employed at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience or an equivalent combination of experience and training.</p>	<p>Routine supervision of straightforward tasks; close supervision of more complex tasks (see below).</p>	<p>Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.</p>	<p>Following training, may provide information/advice and assistance to members of the public, students and staff which is based on a broad knowledge of the employee's work area/responsibilities including knowledge of the functions carried out and the location and availability of particular personnel and services.</p>
<p>No formal qualifications required. No experience required.</p>	<p>Routine supervision.</p>	<p>Established procedure. Range of straightforward tasks. May on occasion perform more complex tasks.</p>	<p>Knowledge of all relevant functions undertaken by area and location and availability of particular personnel and services.</p>

Training Level or Qualifications	Level of Supervision	Task Level	Organisational knowledge
ANUO 3			
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.	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.	Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task.	Perform tasks/assignments which require knowledge of the work area processes, an understanding of how they inter-relate with other related areas and processes.
Trade Certificate OR equivalent combination of qualifications and experience.	General direction . May supervise other staff.	Some complexity. Some analysis of best way to undertake or complete tasks.	Knowledge of own work area trade processes and their inter-relationships with processes of other related trade areas.

Table 6 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.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 2			
Requires skills and knowledge relevant to task performance OR Year 12.	Routine supervision but close direction if tasks are less than straightforward.	Established procedures and may on occasion perform more complex tasks.	Broad knowledge of work area including functions plus location and available services in related areas.
ANUO 3			
Year 12 and some relevant work experience OR equivalent combination of relevant experience and training.	General direction. May supervise other staff.	Some complexity. Some analysis of best way to undertake or complete tasks.	Knowledge of own work area Information Technology processes and their inter-relationships with processes of other related areas.
ANUO 4			

Schedule 2: General staff classifications

Associate Diploma OR Year 12 and extensive relevant work experience OR an equivalent combination of relevant experience and training.	General direction. May supervise other staff.	Apply skills to varied range of computing tasks. These may be limited programming, design or IT support functions.	Proficient in the area's Information Technology processes and techniques and how they inter-relate with other related areas.
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Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 5/6			
Degree OR an equivalent combination of relevant experience and training.	General direction. May supervise other staff.	Tasks requiring application of theoretical knowledge obtained through tertiary study or work experience.	Proficient in the area's Information Technology processes and techniques and how they inter-relate with other related areas.
ANUO 7			
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.	Broad direction. May manage other administrative, technical and/or professional staff.	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.	Detailed knowledge of academic and administrative systems and their inter-relationship with other Information Technology and programming applications and/or detailed knowledge of resources for support, and of the structures of the ANU.
ANUO 8			
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.	Broad direction. Will probably manage other administrative, technical and/or professional staff.	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.	Knowledge of University policy which may impact on the area's operation and/or provide a protection within the University environment for other Areas of the University. Implement academic and administrative systems.
ANUO 9			
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.	Broad direction. Will manage other administrative, technical and/or professional staff.	Conceptualise, develop and review major administrative policies at University level. Responsible for management and resources of an area of work.	Initiate and develop new policies and review major policy objectives and strategies. Recommends on and responsible for implementation of programs involving major change may impact on other Areas of the University.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 10			
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.	Broad direction. Will manage other administrative, technical and/or professional staff.	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.	Devise new ways of adapting strategies to meet new internal and external demands.

ANU Officer Grades 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.

Table 6 Library

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 4			
Associate Diploma in Library Studies or a Library Technician Certificate or an equivalent combination of relevant training and extensive relevant experience.	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.	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.	Work performed requires knowledge of the functions, processes and procedures of the work area, and its inter-relationships with other areas.
ANUO 5/6			
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.	May supervise and co-ordinate others. Routine supervision to general direction for qualified Librarian positions.	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.	Familiarity with library procedures, policies and services. Proficiency in work areas rules, processes and procedures.
ANUO 7			
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.	Broad direction related to Divisional policy and planning objectives. May be expected to supervise. Supervision may include qualified Library staff.	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.	Detailed knowledge of areas related to and applied from the work area and the inter-relationship of activities and other University objectives, and activities.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational K
ANUO 8			
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.	Broad direction related to Divisional policy, objectives and planning. Depending on the area may be expected to manage a large number of staff.	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.	Recommend and implement programs involving major impact on other areas of University.
ANUO 9			
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.	Broad direction subject to the requirements of senior management only. Will manage staff in a high level specialist service or section.	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.	Initiate and develop policies involving major change with impact on other areas of the University. Extensive and/ or in depth local and national library, higher education industry will be required for achievement of particular Library objectives.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 10			
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.	Broad direction subject to the requirements of senior management only. Will manage staff in a high level specialist service or section.	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.	Devise new ways of adapting to meet new internal and external requirements.

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.

Table 7 Maintenance secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 1			
No formal qualifications necessary. No experience necessary	Close supervision.	Established procedures over a limited range of straightforward duties. Some knowledge of trade materials could be required.	Need only know building or service locations.
ANUO 2			
No formal qualifications necessary. No experience necessary.	Normally routine supervision. Close supervision if tasks are more complex.	Established procedures over a wide variety of tasks. Knowledge of trade materials is required.	Need only know building or service location.
ANUO 3			
Trade Certificate or equivalent.	General direction. May supervise non-trades staff.	Some complexity. Some analysis of best way to undertake or complete tasks.	Knowledge of own work area trade processes and their inter-relationships and processes of other related trade areas.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 4			
Completion of post-trade certificate or advanced certificate and relevant experience. For internal candidates only an equivalent combination of relevant experience and/or education/training. Appropriate trade licence.	General direction. May supervise other staff.	May undertake limited planning or design functions. Apply skills to varied range of tasks.	Knowledge of own work area trade processes and their inter-relations with other related trade areas. Perform work requiring proficiency with methods. Knowledge and understanding of cross-trade functions. May coordinate cross-trade functions.
ANUO 5			
Completion of post-trade certificate or advanced certificate plus extensive relevant experience*. Appropriate trade licence. Supervisory experience 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 4 years.	Limited direction. Will supervise other staff.	Apply trade skills/knowledge to varied range of tasks at advanced level. Lead a team of maintenance staff performing a trade function.	Knowledge of own work area processes and their inter-relations with other related areas. Perform work requiring proficiency with methods. Knowledge and understanding of cross-trade functions. Will coordinate cross-trade functions.

Table 8 Printing secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 2			
Require skills and knowledge relevant to duties or Year 12 or equivalent combination of experience and training.	Routine supervision. On occasion perform tasks which are not straightforward.	Usually straightforward tasks performed within established procedures. May on occasion perform more complex tasks. Some knowledge of printing materials may be required.	Broad knowledge of work area including functions plus location and available related areas.
ANUO 3			
Trade Certificate or Year 12 plus relevant experience or extensive 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 4 years.	Routine supervision but general with experience. Some supervisory responsibility may appear.	Some complexity. Some analysis of best way to undertake or complete tasks.	Knowledge of printing area processes and their connection with other related areas on campus.
ANUO 4			
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.	Routine supervision to general direction. Supervision of other staff may be required.	May undertake limited creative, planning or design functions. Apply skills to varied range of printing tasks.	Knowledge of printing area processes and their connection with other related areas on campus. Perform work requiring proficiency with methods and techniques.

Table 9 Research secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 4			
HSC and/or relevant research experience or progress towards a degree.	General direction.	Apply research skills to varied range of different tasks.	Knowledge of research processes in own area, other related research areas, and research resources.
ANUO 5/6			
Completion of a degree without subsequent relevant work experience or an equivalent combination of relevant experience and/or education and training.	General direction.	Apply research knowledge in the discipline(s) to the research program(s).	Familiarity with research processes in own area, other related research areas and research resources.
ANUO 7			
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.	Broad direction. May have supervisory/management responsibility.	Independently relate existing research to the particular research area and assess implications.	Adapt research processes to own area. Detailed knowledge of related research areas.
ANUO 8			
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.	Broad direction. May have supervisory responsibility for cross stream staff.	High and consistent record of intellectual input and achievement in research.	Contribute to advancement of research objectives through in-depth knowledge of related national and international research programs and scientific advances in related areas.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 9			
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.	Broad direction. Normally will have some supervisory responsibility.	High and consistent record of intellectual input and achievement in research. Will be developing new approaches in the use of specific research knowledge.	Contribute to advancement of research objectives through in-depth knowledge related national and international research programs and scientific advances in related areas.

ANU Officer Grades 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.

Table 10 Security secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 3			
Completion of Year 12 plus relevant work experience or equivalent relevant experience or a combination of relevant experience and training.	Routine supervision, moving to general direction with experience.	Apply knowledge gained from experience and rules/regulations governing the work. Assessment of best approach to tasks normally required.	Knowledge of work processes and detailed knowledge of University
ANUO 4			
Possession of a current security licence and extensive relevant work experience or equivalent combination of experience and training	General direction. Will supervise other security/cleaning staff	Interpret local policies and rules. Apply increased skills to varied range of functions.	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.

Table 11 Technical secondary descriptors

Training Level or Qualifications	Level of Supervision	Task Level	Organisational
ANUO 2			
Year 12 or equivalent combination of knowledge, experience and training.	Routine supervision for straightforward tasks.	Straightforward tasks performed within established procedures. May on occasion perform more complex tasks. This may include the use and/or manipulation of various computer software applications. May provide support to a teaching program, for example set up laboratories, field equipment, and ensure appropriate teaching materials are available. May assist in the delivery of a teaching program, for example demonstrate experiments, techniques and methods and the use of equipment.	Assist with processes, work area and services area.
ANUO 3			
Completion of a trades certificate; or Year 12 certificate & relevant experience OR equivalent combination of experience and education/training.	Routine Supervision. Some supervisory responsibility may be required.	Some complexity but primarily routine processes and methods. Some analysis of best way to undertake or complete tasks. This may include the use and/or manipulation of various computer software applications. May provide support to a teaching program, for example set up laboratories, field equipment, and ensure appropriate teaching materials are available. May assist in the delivery of a teaching program, for example demonstrate experiments, techniques and methods and the use of equipment.	Knowledge of own work processes and their related technical processes of

Training Level or Qualifications	Level of Supervision	Task Level	Organisational
ANUO 4/5			
Associate Diploma or equivalent combination of relevant experience and education/training.	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.	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. May provide support to a teaching program, for example set up laboratories, field equipment, and ensure appropriate teaching materials are available. May assist in the delivery of a teaching program, for example demonstrate experiments, techniques and methods and the use of equipment.	Knowledge of own work processes and their relationship to technical processes of
ANUO 6			
Degree with relevant experience* or broad technical knowledge or equivalent combination of experience** and education/training. Notes * As a guide, experience in this context and at this level is likely to be 2 years. ** As a guide, experience in this context and at this level is likely to be 4 years.	Broad direction. May have extensive supervisory and line management responsibility, including technical supervision of students in teaching laboratories and/or on field work.	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. 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.	Some understanding of techniques being applied may be adaptable/applicable

ANUO 7			
<p>Degree with relevant experience* or extensive technical management expertise or equivalent combination of relevant experience and education/training. Management expertise and extensive technical experience.</p> <p>* Note: As a guide, experience in this context and at this level is likely to be 4 years.</p>	<p>Broad direction. May manage other administrative and/or technical staff, including technical supervision of students in teaching laboratories and/or on field work.</p>	<p>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.</p> <p>May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework.</p> <p>May participate in the delivery of a teaching program.</p>	<p>Detailed knowledge of administrative and technical procedures, including other areas.</p>
ANUO 8			
<p>Progress towards or Postgraduate qualifications plus extensive experience* or extensive experience** and technical management expertise or equivalent combination of relevant experience and education/training.</p> <p>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.</p>	<p>Broad direction. May manage administrative, technical and/or professional staff, including technical supervision of students in teaching laboratories and/or on field work.</p>	<p>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.</p> <p>May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework.</p> <p>May participate in the delivery of a teaching program.</p>	<p>General understanding of teaching activities at School and more comprehensive Departmental or Project level. General to comprehend policies/codes/standards of the work undertaken.</p>

Training Level or Qualifications	Level of Supervision	Task Level	Organisational
ANUO 9			
Postgraduate qualifications and extensive relevant experience OR extensive technical experience and proven management expertise OR combination of relevant experience and education/training.	Broad direction. Will manage technical and cross-stream staff, which may include technical supervision of students in teaching laboratories and/or on field work.	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.	Knowledge of research activities at University level and in-depth understanding of Project level.
ANUO 10			
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.	Broad direction. Will manage other administrative and cross stream staff, including technical supervision of students in teaching laboratories and/or on field work.	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.	Devise new ways of administrative and/or administrative and new internal and external

ANU Officer Grades 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.

Table 12 Specialist secondary descriptors

The specialist secondary descriptors may be used to classify staff from any stream where it is acknowledged that the work performed requires expertise in a specialised field.

Examples of fields in the administrative stream where use may be made of the specialist secondary descriptors are occupational health and safety, counselling, statistics, accounting, physiotherapy, registered nursing and specialised stand alone positions (eg Disability Adviser).

In the technical stream, use may be made of the specialist secondary descriptors where specialist work is undertaken with technical independence (ie. where the supervisory post has no expertise in that area of work). Such work would be expected to have a high University impact.

The specialist descriptors may be used for positions which are 'stand alone' or those having line responsibility.

Training Level or Qualifications	Level of Supervision	Task Level	Organisational Knowledge
ANUO 6/7			
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.	General direction. May have supervisory responsibility for cross stream staff.	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.	Sound knowledge of specialist/professional activities as to, and applied from, own work area.

ANUO 8			
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.	Broad direction. May have supervisory responsibility for cross-stream staff.	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.	Expected to make policy or technical recommendations related to specialist activities. Implement accepted policy technical programs involving major change which may impact on other areas of the University or a teaching/research program.
ANUO 9/10			
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.	Broad direction. 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.	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.	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.

ANU Officer Grades 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.

ANU Officer Grades 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 higher level, and that more time will be spent on the more complex functions of the position.

Schedule 3 - Salaries

Salaries

S3.1 Academic staff salary schedule

Table S3.1

Level (Step)	Annual salary (\$)					
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%	
Level A	(1)	33,784	34,798	35,494	36,559	38,204
	(2)	35,602	36,670	37,403	38,526	40,259
	(3)	37,422	38,545	39,316	40,495	42,317
	(4)	39,244	40,421	41,229	42,466	44,377
	(5)	40,722	41,944	42,783	44,066	46,049
	(6)	42,201	43,467	44,336	45,666	47,721
	(7)	43,680	44,990	45,890	47,267	49,394
	(8)	45,159	46,514	47,444	48,867	51,066
Level B	(1)	47,435	48,858	49,835	51,330	53,640
	(2)	49,142	50,616	51,628	53,177	55,570
	(3)	50,844	52,369	53,416	55,018	57,494
	(4)	52,554	54,131	55,214	56,870	59,429
	(5)	54,258	55,886	57,004	58,714	61,356
	(6)	55,966	57,645	58,798	60,562	63,287

Level (Step)	Annual salary (\$)				
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%
Level C					
(1)	57,671	59,401	60,589	62,407	65,215
(2)	59,379	61,160	62,383	64,254	67,145
(3)	61,084	62,917	64,175	66,100	69,075
(4)	62,791	64,675	65,969	67,948	71,006
(5)	64,495	66,430	67,759	69,792	72,933
(6)	66,204	68,190	69,554	71,641	74,865
Level D					
(1)	69,047	71,118	72,540	74,716	78,078
(2)	71,321	73,461	74,930	77,178	80,651
(3)	73,596	75,804	77,320	79,640	83,224
(4)	75,872	78,148	79,711	82,102	85,797
(5)	78,084	80,427	82,036	84,497	88,299
Level E1	88,386	91,038	92,859	95,645	99,949
Level E2	93,734	96,546	98,477	101,431	105,995

A Research only Level A staff member will be paid a salary not less than the step 3 rate.

A Level A academic staff member who:

- (a) is required to carry out full subject coordination duties as part of normal duties; or
 - (b) upon appointment holds, or during appointment is awarded, a relevant doctoral qualification;
- will be paid a salary not less than the step 6 rate.

Step 5 of the Level D salary structure will be paid only to Senior Fellows appointed before 23 July 1991.

S3.2 General staff salary schedule

Table S3.2

Classification	Annual salary (\$)					
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%	
ANUO1	(1)	24,101	24,824	25,320	26,080	27,254
	(2)	24,606	25,344	25,851	26,627	27,825
	(3)	25,108	25,861	26,378	27,169	28,392
ANUO2	(1)	25,864	26,640	27,173	27,988	29,247
	(2)	26,495	27,290	27,836	28,671	29,961
	(3)	27,073	27,885	28,443	29,296	30,614
ANUO3	(1)	27,124	27,938	28,497	29,352	30,673
	(2)	28,131	28,975	29,555	30,442	31,812
	(3)	29,140	30,014	30,614	31,532	32,951
	(4)	30,147	31,051	31,672	32,622	34,090
	(5)	31,217	32,154	32,797	33,781	35,301
ANUO4	(1)	31,406	32,348	32,995	33,985	35,514
	(2)	32,479	33,453	34,122	35,146	36,728
	(3)	33,561	34,568	35,259	36,317	37,951

Classification	Annual salary (\$)					
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%	
ANUO5	(1)	33,801	34,815	35,511	36,576	38,222
	(2)	34,869	35,915	36,633	37,732	39,430
	(3)	35,941	37,019	37,759	38,892	40,642
	(4)	37,076	38,188	38,952	40,121	41,926
	(5)	38,208	39,354	40,141	41,345	43,206
ANUO6	(1)	38,462	39,616	40,408	41,620	43,493
	(2)	39,406	40,588	41,400	42,642	44,561
	(3)	40,352	41,563	42,394	43,666	45,631
	(4)	41,294	42,533	43,384	44,686	46,697
ANUO7	(1)	42,239	43,506	44,376	45,707	47,764
	(2)	43,375	44,676	45,570	46,937	49,049
	(3)	44,507	45,842	46,759	48,162	50,329
	(4)	45,641	47,010	47,950	49,389	51,612
ANUO8	(1)	47,278	48,696	49,670	51,160	53,462
	(2)	49,041	50,512	51,522	53,068	55,456
	(3)	50,806	52,330	53,377	54,978	57,452
	(4)	52,569	54,146	55,229	56,886	59,446

Classification	Annual salary (\$)				
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%
ANUO9 (1)	54,836	56,481	57,611	59,339	62,009
(2)	56,096	57,779	58,935	60,703	63,435
(3)	57,355	59,076	60,258	62,066	64,859
ANUO10	58,865	60,631	61,844	63,699	66,565
SAO1	61,566 63,261	63,413 65,159	64,681 66,462	66,621 68,456	69,619 71,537
SAO2	67,193 69,172	69,209 71,247	70,593 72,672	72,711 74,852	75,983 78,220
SAO3	73,716 75,956	75,927 78,235	77,446 79,800	79,769 82,194	83,359 85,893
SAO4	80,728 83,226	83,150 85,723	84,813 87,437	87,357 90,060	91,288 94,113

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

S3.3 Casual/sessional academic staff salary rates

Casual/sessional academic staff will be paid at the rates specified below.

S3.3.1 Lecturing

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

A casual/sessional employee required to deliver a lecture (or equivalent delivery through face-to-face teaching mode) of a specified duration and relatedly provide direct 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:

Table S3.3.1

	Payment per hour of lecture delivered (\$)				
	at 12/98	from 22/7/99 3%	from 1/9/00 2%	from 1/9/01 3%	from 1/9/02 4.5%
Basic lecture (1 hour of delivery and 2 hours associated working time)	90.72	93.45	95.31	98.16	102.60
Developed lecture (1 hour of delivery and 3 hours associated working time)	120.96	124.60	127.08	130.88	136.80
Specialised lecture (1 hour of delivery and 4 hours associated working time)	151.20	155.75	158.85	163.60	171.00
Repeat lecture (1 hour of delivery and 1 hour associated working time)	60.48	62.30	63.54	65.44	68.40

The hourly 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 contemporaneous with it.

S3.3.2 Tutoring

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

A casual/sessional academic 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 relatedly provide 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.

Table S3.3.2

	Payment per hour of tutorial delivered (\$)				
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%
Tutorial (1 hour of delivery and 2 hours associated working time)	65.73	67.71	69.06	71.13	74.31
Tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination	77.91	80.25	81.84	84.30	88.11
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	43.82	45.14	46.04	47.42	49.54
Repeat tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination	51.94	53.50	54.56	56.20	58.74

The hourly 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 contemporaneous with it.

S3.3.3 Musical accompanying with special educational services

For the purposes of this subclause, 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 concern 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:

Table S3.3.3

	Payment per hour of musical accompanying (\$)				
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%
Musical accompanying (1 hour of delivery and 1 hour of preparation time)	43.82	45.14	46.04	47.42	49.54
Musical accompanying, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination	51.94	53.50	54.56	56.20	58.74

S3.3.4 Marking

All marking other than that referred to in subclauses S3.3.1 and S3.3.2 above will be paid according to the following table, for all time worked.

Table S3.3.4

	Payment per hour of marking (\$)				
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%
Standard marking	21.91	22.57	23.02	23.71	24.77
Standard marking, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination	25.97	26.75	27.28	28.10	29.37
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to a staff member at Level B status	30.24	31.15	31.77	32.72	34.20

S3.3.5 Other Required Academic Activity

For the purposes of this clause 'other required academic activity' will include work required by the University and of the following nature:

- the conduct of practical classes, demonstrations, workshops, student field excursions;
- the conduct of clinical sessions;
- the conduct of performance and visual art studio sessions;
- musical coaching, repititeurship, and musical accompanying other than with special educational service;
- development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;
- consultation with students; and
- attendance at departmental and/or faculty meetings as required.

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

Table S3.3.5

	Rate per hour of activity delivered (\$)				
	at 12/98	from 22/7/99 3%	from 31/8/00 2%	from 30/8/01 3%	from 12/9/02 4.5%
Other required activity, as defined	21.91	22.57	23.02	23.71	24.77
Other required activity, as defined, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination	25.97	26.75	27.28	28.10	29.37

S3.4 Academic and General Staff employed at University House

S3.4.1 GENERAL STAFF - UNIVERSITY HOUSE

Table S3.4.1

Classification	Annual Salary (\$)	
	at 12/98	from 22/7/99 3%
ANUO1 (1)	24,101	24,824
(2)	24,606	25,344
(3)	25,108	25,861
ANUO2 (1)	25,864	26,640
(2)	26,495	27,290
(3)	27,073	27,885
ANUO3 (1)	27,124	27,938
(2)	28,131	28,975
(3)	29,140	30,014
(4)	30,147	31,051
(5)	31,217	32,154
ANUO4 (1)	31,406	32,348
(2)	32,479	33,453
(3)	33,561	34,568
ANUO5 (1)	33,801	34,815
(2)	34,869	35,915
(3)	35,941	37,019
(4)	37,076	38,188
(5)	38,208	39,354
ANUO6 (1)	38,462	39,616
(2)	39,406	40,588
(3)	40,352	41,563
(4)	41,294	42,533

Classification	Annual Salary (\$)	
	at 12/98	from 22/7/99 3%
ANUO7 (1)	42,239	43,506
(2)	43,375	44,676
(3)	44,507	45,842
(4)	45,641	47,010
ANUO8 (1)	47,278	48,696
(2)	49,041	50,512
(3)	50,806	52,330
(4)	52,569	54,146
ANUO9 (1)	54,836	56,481
(2)	56,096	57,779
(3)	57,355	59,076
ANUO10	58,865	60,631
SAO1	61,566 63,261	63,413 65,159
SAO2	67,193 69,172	69,209 71,247
SAO3	73,716 75,956	75,927 78,235
SAO4	80,728 83,226	83,150 85,723

S3.4.2 ACADEMIC STAFF - UNIVERSITY HOUSE

Any staff member employed as an academic member at University House will have his or her base salary fixed as at 22 July 1999.

Schedule 4 - Allowances

Academic staff allowances

S4.1 Clinical loadings for academic staff

S4.1.1 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:

Table S4.1

	Annual allowance (\$)				
	at 12/98	from 22/7/99	from 31/8/00	from 30/8/01	from 12/9/02
Where the staff member has significant responsibility for	14,715	15,157	15,460	15,924	16,641

patient care					
Where the staff member does not have significant responsibility for patient care	7,368	7,589	7,741	7,973	8,332

S4.1.2 Clinical loadings will be superannuable.

General staff allowances

S4.2 Higher duties allowance (HDA) for general staff

S4.2.1 Where it is essential that duties of a higher level are carried out, a general staff member may be paid a HDA.

S4.2.2 HDA will be paid to a staff member performing higher duties in the following circumstances:

- (a) where the maximum salary of the position of which the staff member acts is not in excess of the salary range for ANU Officer Grade 7 and the staff member performs those higher duties for a period in excess of 2 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 Grade 7 may receive HDA where the occupant of the higher level position is absent 2 working days or more; and
- (c) where the maximum salary for the position in which the staff member acts exceeds the maximum of the salary range for ANU Officer Grade 7 and the staff member performs those higher duties for a period in excess of 5 consecutive working days.

S4.2.3 The HDA will be:

- (a) the difference between the salary rate for the staff member's substantive ANU Officer Grade and incremental step and the base salary rate of the ANU Officer Grade at which the higher duties are being undertaken; or
- (b) a fixed amount approved by the delegate or agent 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 paragraph (a).

S4.2.4 HDA will not be payable within a broadband.

S4.2.5 Where a staff member performs only part of the duties of a more senior staff member HDA may be paid an appropriate percentage of the allowance specified in paragraph S4.2.3(a).

S4.3 Long service allowance for general staff

S4.3.1 A staff member employed by the University before 11 March 1993 in a pre-ANU Officer classification listed in Table S4.3 (or any earlier date specified therein) is

entitled to a Long Service Allowance (LSA) in accordance with the scale prescribed in Table S4.3, 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 his or her current salary range for 5 years.

- S4.3.2 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.
- S4.3.3 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 Grade that still attracts the LSA, will again be entitled to the LSA on satisfaction of the criteria in sub-clause S4.3.1.
- S4.3.4 A staff member who was paid at the top of the range of an eligible classification prior to transfer to the ANU Officer Grades is eligible for payment of the LSA when he or she reaches the top of the range of the ANU Officer Grade to which he or she 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.
- S4.3.5 The LSA will be deemed to be salary for all purposes except the payment of loadings, allowances and penalty rates.
- S4.3.6 The rates in Table S4.3 include a 3% increase paid on 22 July 1999. This increase is commensurate with indexation of the salary component of the Government operating grant for 1999 and 2000 (1.4% per annum). The rates will have effect until 1 September 2001. From that date, they will be indexed annually on 1 September by the rate of indexation of the salary component of the Government operating grant for that year.

S4.3.7 The parties acknowledge that the arrangements contained in this sub-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.

Table S4.3 LSA rates for eligible staff

Classification prior to 11 March 1993	Current ANU Officer Grade and Stream	Long Service Allowance rate for eligible staff	
		Years of Service	Allowance (\$ per annum)
ANU Grade 1	ANU Officer Grade 2	10	1,321
		15	1,872
		20	2,533
ANU Grade 2	ANU Officer Grade 3	10	1,430
		15	2,202
		20	2,863
ANU Grade 3 (employed prior to 10.3.82)	ANU Officer Grade 4	10	1,651
		15	2,423
		20	3,194
ANU Grade 4 (employed prior to 10.3.82)	ANU Officer Grade 5	10	1,762
		15	2,644
		20	3,525
ANU Stores 1	ANU Officer Grade 2 (Stores)	10	1,321
		15	1,872
		20	2,533
ANU Stores 2	ANU Officer Grade 3 (Stores)	10	1,430
		15	2,202
		20	2,863
ANU Stores 3 (employed prior to 10.3.82)	ANU Officer Grade 4 (Stores)	10	1,651
		15	2,423
		20	3,194
ANU Stores 4 (employed prior to 10.3.82)	ANU Officer Grade 5 (Stores)	10	1,762
		15	2,644
		20	3,525
Archivist Grade 1	ANU Officer Grade 5/6 (Archives)	10	1,982
		15	2,863
		20	3,856
Attendant Grade 1	ANU Officer Grade 1 (General Services)	15	550
		20	1,101
Attendant Grade 2	ANU Officer Grade 2 (General Services)	15	659
		20	1,211
Cleaner	ANU Officer Grade 1 (Cleaning)	10	1,211
		15	1,762
		20	2,314
Engineer Class 1	ANU Officer Grade 5/6 (Engineering)	15	991
		20	1,872
Foreman - Electrician Carpenter, Fitter, Painter	ANU Officer Grade 5	15	881
		20	1,762
Foreman - Plumber	ANU Officer Grade 5	10	1,762
		15	2,644
		20	3,525
Labourer (Other)	ANU Officer Grade 1 (General Services)	15	550
		20	1,101

Classification prior to 11 March 1993	Current ANU Officer Grade and Stream	Long Service Allowance rate for eligible staff	
		Years of Service	Allowance (\$ per annum)
<i>Laboratory Attendant</i>	ANU Officer Grade 1 (Technical)	15	550
		20	1,101
<i>Lab Technician Grade 1 Salary Maintenance</i>	ANU Officer Grade 2 (Technical)	10	1,321
		15	1,982
		20	2,644
<i>Lab Technician Grade 2</i>	ANU Officer Grade 3 (Technical)	10	1,542
		15	2,202
		20	2,975
<i>Sen Lab Tech Grade 2</i>	ANU Officer Grade 5 (Technical)	10	1,762
		15	2,644
		20	3,525
<i>Library Officer Class 2</i>	ANU Officer Grade 4 (Library)	10	1,542
		15	2,314
		20	3,084
<i>Assistant Programmer Salary Maintenance</i>	ANU Officer Grade 4 (IT)	10	1,762
		15	2,644
		20	3,525
<i>Programmer Grade 1</i>	ANU Officer Grade 5/6 (IT)	10	1,982
		15	2,863
		20	3,856
<i>Programmer Grade 2</i>	ANU Officer Grade 7 (IT)	10	2,092
		15	3,194
		20	4,185
<i>Prog Assistant Grade 1</i>	ANU Officer Grade 2 (IT)	10	1,321
		15	1,872
		20	2,533
<i>Prog Assistant Grade 2</i>	ANU Officer Grade 3 (IT)	10	1,430
		15	2,202
		20	2,863
<i>Prog Assistant Grade 3 Salary Maintenance</i>	ANU Officer Grade 4 (IT)	10	1,651
		15	2,423
		20	3,194
<i>Technical Officer Draughting Officer Illustrator</i>	ANU Officer Grade 4/5 (Tech & Draught/Ill)	20	881
<i>Sen Technical Officer 1 Sen Draughting Officer 1 Sen Illustrator 1</i>	ANU Officer Grade 6 (Tech & Draught/Ill)	15	991
		20	1,872
<i>Sen Technical Officer 2 Sen Draughting Officer 2 Sen Illustrator 2</i>	ANU Officer Grade 6 (Tech & Draught/Ill)	10	1,982
		15	2,975
		20	3,965
<i>Sen Technical Officer 3 Sen Draughting Officer 3 Sen Illustrator 3</i>	ANU Officer Grade 7 (Tech & Draught/Ill)	10	2,092
		15	3,194
		20	4,185
<i>Translator Grade 1 (employed prior to 10.3.82)</i>	ANU Officer Grade 5 (Admin)	10	1,762
		15	2,644
		20	3,525
<i>Workshop Assistant</i>	ANU Officer Grade 1 (Technical)	10	1,211
		15	1,762
		20	2,314

S4.4 Overtime allowances

Entitlement		Rate/ allowance	Indexation in accordance with:
Availability Duty Allowance A staff member who is placed on availability duty or continuous standby and who is at a level not greater than ANU Officer Grade 7 is entitled to the allowance specified below for each week (Sunday to Saturday inclusive) of availability duty. Where a staff member is placed on such duty for less than 1 week, the allowance will be calculated on the basis of one-seventh of the weekly allowance for each day of availability duty.			
'on-call availability' (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)	not more than 1 week of any 3 week period	18% of ordinary weekly pay	
	more than 1 week of any 3 week period	23% of ordinary weekly pay	
'emergency availability' (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 1 week of any 3 week period	45% of ordinary weekly pay	
	more than 1 week of any 3 week period	50% of ordinary weekly pay	
Continuous standby allowance A staff member who is required to be on standby to attend the University immediately to perform overtime work prior to normal commencement of duties and who is at a level not greater than ANU Officer Grade 7 is entitled to the specified allowance.		100% of ordinary rate of pay	
Short Call allowance (to be paid in accordance with sub-clause 25.3.4)		\$13.91 per call	15.2(b)
Cancellation allowance (to be paid in accordance with sub-clause 25.3.5)		1 hour's pay at appropriate overtime rate	
Meal allowance (to be paid in accordance with sub-clause 25.3.6)		\$13.95 per meal	15.2(c)
Overtime travelling allowance (to be paid for return travel between the University and a staff member's residence in accordance with sub-clause 25.3.8)	where staff member uses his or her private vehicle	rates per business kilometre determined by the Australian Taxation Office	
	where staff member uses public transport	cost of fare	

S4.5 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 his or her work in the Specific Pathogen Free area is entitled to:

- (a) an allowance of \$0.60 per hour in addition to his or her normal rate of pay; and
- (b) an allowance of \$1.64 on each occasion that he or she is required to submit a nasal swab.

These allowances will be indexed in accordance with sub-clause 15.2(b).

S4.6 Allowances for maintenance and grounds staff

Industry allowance

S4.6.1 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 \$18.19 per week, to be indexed in accordance with sub-clause 15.2(b).

Trade allowance for plumbers

S4.6.2 A maintenance staff member who is employed as a plumber will be paid a trade allowance of \$13.78 per week, to be indexed in accordance with sub-clause 15.2(b).

Tool allowance

S4.6.3 Where a maintenance staff member is required by the University to provide and maintain his or her own tools for work purposes, that staff member will be paid a tool allowance of \$17.85 per week, to be indexed in accordance with sub-clause 15.2(c).

S4.7 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 \$0.92 per day or shift, to be indexed in accordance with sub-clause 15.2(b), while so engaged.

S4.8 Annualised allowance for security officers

The annualised allowance for a security officer, as specified in sub-clause 24.4, is set out in the following table. The allowance will be salary for all purposes other than the calculation of overtime and absorbs any entitlement to a recreation leave loading.

Annual allowance (\$)				
at 12/98	from 22/7/99	from 31/8/00	from 30/8/01	from 12/9/02
6,954	7,162	7,305	7,524	7,863

S4.9 First aid allowance

A staff member who is designated as a first aid attendant in accordance with clause 46 is entitled to an allowance as specified below.

Certification	Weekly allowance (\$)
Level 2	\$6.29
Level 3 and label	\$9.49

The first aid allowance will be indexed in accordance with sub-clause 15.2(b).

S4.10 UNIFORM ALLOWANCE

For the purposes of sub-clauses S4.10 and S4.11 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.

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.

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.

S4.11 LAUNDRY ALLOWANCE

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 \$6.94 per week, to be indexed in accordance with sub-clause 15.2(c)

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

S4.12 Adjustment of operating grant-linked indexes for 1999 and 2000

Those allowances which are adjusted annually in accordance with the level of indexation of university operating grants have been increased by 3%, effective 22 July 1999, and the rates specified in this Schedule are inclusive of that increase. This increase absorbs the indexation for 1999 and 2000. The next increase will be payable in September 2001, based on indexation for 2001.

Schedule 5 - 38 Hour week - staff members employed in the Hospitality stream at University House

S5.1 Ordinary Hours of Work

The ordinary hours of work for staff members employed in the Hospitality stream at University House shall be 38 per week in accordance with sub-clause 21.1 of this Agreement.

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

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

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

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

S5.2 *Impact of the 38 hour week on leave entitlements*

Staff members are entitled to take leave in accordance with the provisions set out in Part 4 (Employment Conditions) Section 4 (Leave) of this Agreement.

Paid Leave

For every day taken as paid leave, the staff member shall accrue 0.4 of an hour towards a paid RDO

Where a paid RDO falls within a period of certified sick leave, sick leave credits will not be debited for that day.

Where a paid RDO falls within a period of paid leave other than sick leave the staff member's credits will be debited at the rate of 8 hours for that day.

Leave Without Pay

For each full day taken as leave without pay, the staff member's pay for the day will be reduced by seven hours 36 minutes.

For each part of a day taken as leave without pay, the staff member's pay for that day will be reduced by the actual period of absence.

Unpaid absences, whether approved or not, shall not accrue time towards a RDO.

Payment In Lieu Of RDOs Upon Termination Of Employment

Where a staff member ceases employment in accordance with Part 10 (Ceasing Employment) of this Agreement, and has accrued RDO credits that have not been utilised, such credits will be paid for.

Provided that where the paid period off has been taken in anticipation of credits, any shortfall as at the date of termination will be deducted from moneys due.

Schedule 6 - Occupational Health and Safety Agreement

S6.1 Introduction

- S6.1.1 The parties to this Agreement recognise the importance of developing and maintaining healthy and safe working conditions in the University, and the importance of keeping the health and safety standards in each workplace under constant review. These goals can be best achieved through the joint involvement of the parties at all levels.
- S6.1.2 The purpose of this Schedule is to set out the responsibilities of all parties, to recognise the University Occupational Health and Safety Policy Committee, and to establish a framework for resolution of health and safety issues at the school/department/unit level.
- S6.1.3 The aim will be to provide and maintain safety standards and practices which offer the highest practical degree of protection based on current knowledge. As

a minimum, conformity is required with relevant national standards and codes of practices such as those provided by the National Health and Medical Research Council, the Standards Association of Australia and the code of General Principles on Occupational Safety and Health in Australian Government Employment and its supporting codes of practice and any standards developed in future by national occupational health and safety bodies. Health and safety standards in areas of the University will in no case fall short of standards prescribed by the laws of the Commonwealth or of the relevant State. By agreement, the University will remain free to improve on these minimal standards and practices.

S6.1.4 The joint involvement of the parties in health and safety matters will be achieved through the following agreed responsibilities and structural arrangement.

S6.2. Responsibilities of the parties

S6.2.1 The University

The agreement of the parties contained in this Schedule does not in any way diminish the legal responsibility of the University to provide a safe and healthy place and system of work. The University will provide a comprehensive occupational health and safety policy which, amongst other things, will:

- (a) state the required duties and responsibilities for occupational health and safety of all levels of management;
- (b) detail the levels of management whose duty is the implementation of the decisions of:
 - (i) the University Health and Safety Policy Committee; and
 - (ii) the local area (school/department/unit) health and safety committees established under this agreement.

S6.2.2 Staff

Each staff member will work safely to the extent of his or her control of influence over working conditions and methods and follow agreed safe working practices, instruction and rules, with the intent of avoiding injury to themselves or others. Each staff member has the right to refuse to work in an unsafe or unhealthy situation.

S6.2.3 Where these agreed responsibilities are not observed by either the University or a staff member, the cases will be referred to the relevant local health and safety committee. (The right of any individual to raise a complaint without prejudice is recognised. In the first instance, such a complaint should be to the local area health and safety representative.)

S6.3. Structural arrangements

This Schedule acknowledges the principle that occupational health and safety goals can be best met by introduction of a three tier structure:

- (a) health and safety representatives;
- (b) local health and safety committees (and specific issue committees as determined by the Policy Committee); and
- (c) a University Occupational Health and Safety Policy Committee.

S6.3.1 Health and Safety Representatives

- S6.3.1.1 Unions party to this Agreement will appoint an agreed number of staff as health and safety representatives and these will be recognised as such by the University. The number appointed and their designated work areas will be defined by the Policy Committee. Appointment will be through union-held elections. They will be accountable to the staff they represent.
- S6.3.1.2 In some areas, depending on local circumstances, it will be appropriate for the health and safety representatives to nominate one of their number to liaise with the University Occupational Health and Safety Policy Committee.
- S6.3.1.3 Areas of coverage for each health and safety representative within an area are to be determined locally by agreement between unions.
- S6.3.1.4 The appropriate responsible officer for each agreed work area will be notified in writing of the names of the health and safety representatives appointed and the group or groups of workers they represent.
- S6.3.1.5 Health and safety representatives will be appointed for a period of 2 years or until recalled and be eligible for reappointment. Where a health and safety representative is absent a proxy health and safety representative will be appointed.

S6.3.1.6 A health and safety representative will have the following functions and rights:

- (a) to inspect all or part of his or her designated work area at any time;
- (b) to investigate potential hazards and dangerous occurrences in their designated area of operation if he or she desires, and to examine the causes of these hazards, dangerous occurrences and any accidents that may occur;
- (c) to have access to all relevant health and safety information concerning products, materials or processes to be found in the representative's area;
- (d) to be informed of any causative event, injury or accident occurring in the representative's designated work area and, carry out an inspection personally, or through a representative, of the site of the accident before work resumes (if work has ceased). The relevant health and safety representative will participate in a committee of inquiry established by the University to investigate such an incident;
- (e) to be given copies of reports prepared by or for the University arising from any injury, disease or accident occurring in the representative's designated work area and to be present at any discussion, excluding medical in-confidence matters, between management and any staff member concerning the accident, injury or disease;
- (f) to have access to all facilities needed to perform his or her functions, such as space to carry out office and filing activities, and access to telephone and other amenities;
- (g) to participate, on paid leave, in approved safety and health courses;
- (h) to call in union experts or union consultants, giving due notification to the University;
 - (i) to be given copies of any reports including those prepared by consultants, inspection agencies or other outside bodies on any safety and health aspect of University procedure excluding sections containing medical in-confidence information;
 - (j) to be consulted by management prior to all changes to his or her designated work place which may have implications for the health and safety of the staff he or she represents; and
 - (k) to perform the functions specified in this sub-clause on paid time.

S6.3.1.7 A health and safety representative will as soon as possible notify the delegate or the supervisor of his or her work area of the findings of any inspection and investigation which he or she carries out. Any suggestion for improvement in working conditions will be made in writing. All such suggestions will be responded to by the University, before the following meeting of the local health and safety committee.

- S6.3.1.8 Over and above a staff member's right not to have to perform unsafe hazardous work, where a health and safety representative considers that any emergency exists, or an immediate threat to the health and safety of staff exists, the representative may call an immediate halt to the work, and will immediately inform the appropriate delegate of his or her action pending a full investigation by the safety officer and other appropriate officers including a nominee of the Director of Human Resources. Prior consultation should occur whenever practicable. If the matter cannot be resolved at this stage, it will be referred as a matter of urgency to the local health and safety committee. Work will not resume until the staff and their representatives agree that the hazard has been controlled and no longer represents an unacceptable risk to the health and safety of the staff. No pay will be lost during the course of such investigations. Staff may be redeployed, where feasible, but not stood down.
- S6.3.1.9 A health and safety representative must not be victimised or discriminated against in any way in respect of the performance of that role.
- S6.3.1.10 If legal proceedings are directed against a staff member arising from his or her actions as a health and safety representative, the University will support the staff member and indemnify him or her against costs arising out of the action if the staff member was carrying out, in good faith, the functions of a health and safety representative, as set out in sub-clause 6.3.1.6 of this Schedule.
- S6.3.2 Local Area Health and Safety Committees**
- S6.3.2.1 In each school, department or unit, health and safety matters will be dealt with through a joint University-union health and safety committee. This committee will have as its terms of reference the consideration of any matter relevant to staff health and safety raised by a committee member, and will advise the head of the area. The University and the unions will have equal representation, with the total number of representatives to be kept as small as practicable. The chair will have a deliberative vote only, and will rotate between the University and union representatives. Any person likely to be affected by a decision of the committee may attend a meeting as an observer.
- S6.3.2.2 The University representatives will include a senior member of management in the area covered by the Committee. The union representatives should be health and safety representatives in that area.
- S6.3.2.3 Committee members will be appointed for a period of 2 years or until recalled and be eligible for reappointment.
- S6.3.2.4 The committee may call experts or consultants, or invite union officials, at University expense, as the need arises.

S6.3.2.5 The committee may require appropriate tests to be made on individuals, or in workplaces, where the committee considers it warranted, or advisable, including follow-up action after reported incidents.

S6.3.2.6 The committee will regularly consider and act upon:

- (a) written reports on all accidents, injuries and diseases or surveys together with recommendations as to how such occurrences can be avoided in future; and
- (b) results of all environmental and personal monitoring carried out at the workplace; the causes for any excursions or unusually high concentrations of any toxic material will be investigated, and recommendations for their elimination considered.

S6.3.2.7 In this sub-clause:

- (a) 'technically qualified individual' means a person:
 - (i) who, because of his or her education and/or training and experience, is capable of appreciating the health and safety risks associated with the chemical, biological or physical agents, processes or installations which are used under his or her supervision;
 - (ii) who is responsible for enforcing appropriate precautions in order to minimise risks to health or safety; and
 - (iii) who is responsible for the safe storage, use and disposal as appropriate, of the agents, processes or installation.

The responsibilities in sub-paragraph (iii) may be delegated to another individual or other individuals, as long as each meets the criteria in sub-paragraph (i); and

- (b) 'written codes of practice' includes such diverse items as safety handbooks and simple written instructions about handling of a particular piece of equipment or chemical in its normal place of residence or storage.

S6.3.2.8 The committee will ensure that:

- (a) when chemical, biological or physical agents, processes or installations which may be hazardous or harmful to health are handled or used in its area of responsibility, written codes of practice are drawn up and all those expected to handle or use these agents, etc. are themselves technically qualified individuals or under the direct supervision of such an individual, to ensure safe work practice. Further, the committee will ensure that all work done with these agents, processes, or installations will be in areas adequately designed and equipped or engineered for such purposes;
- (b) staff have ready access to comprehensive, up-to-date information on the health and safety aspects of chemical, biological and physical agents, processes and installations in the committee's area of responsibility. Where the information is inadequate and/or unavailable, the agent, process or installation will be assumed to be potentially harmful or hazardous according to its relevant general class, and be treated as such; and

- (c) The committee will consider and settle health and safety matters referred to it which have been the subject of dispute and not resolved at local workplace level. The committee will also have access to reports and information on matters resolved at the local workplace level.

S6.3.2.9 The committee will meet regularly and at least 4 times per year. Emergency meetings may be called. The committee will operate on the basis of solving problems as close to the workplace as possible and arriving at decisions and recommendations by consensus. Minutes of the committee will be posted for all staff to see.

S6.3.2.10 Matters not resolved or unable to be adequately dealt with by the committee will be referred to the University Occupational Health and Safety Policy Committee established in accordance with sub-clause S6.3.3.1 of this Schedule.

S6.3.2.11 Subject to sub-clause S6.3.3.7 of this Schedule, the committee will determine the adequacy of health and safety training and education programs within its area, and ensure that new staff are made fully aware of actual and potential hazards in their workplace, and of the appropriate procedures to minimise risks associated with those hazards.

S6.3.3 University Occupational Health and Safety Policy Committee

S6.3.3.1 The University will establish a joint University-union Occupational Health and Safety Policy Committee (OHSPC) for the organisation as a whole. The Committee will have the following terms of reference:

- (a) to advise the Vice-Chancellor on policy matters concerning the occupational health and safety of University staff;
- (b) to advise the Vice Chancellor on projects and programs to implement relevant University policies and practices;
- (c) recognising any resource implications, to advise on broad University priorities that should apply to proposed occupational health and safety projects and programs;
- (d) to monitor outcomes and review actions taken to implement University occupational health and safety policies and practices; and
- (e) to review regularly University occupational health and safety reports including overall trends in accidents, injuries or diseases and summaries of matters discussed at local health and safety committee meetings.

S6.3.3.2 The Committee will have 16 members, of which 8 will be union representatives, and will be chaired by a member of the Committee. Union representatives will be nominated by the unions party to this Agreement. Members will be appointed for a period of 2 years or until recalled and will be eligible for reappointment. From time to time, and at the discretion of the Committee, a limited number of persons will be allowed to attend as observers at Committee

- meetings. The right of observers to speak will be at the discretion of the Committee.
- S6.3.3.3 The Committee will meet at least every 3 months, or more frequently if called by at least 3 members.
- S6.3.3.4 The Committee will call experts or consultants as the need arises.
- S6.3.3.5 The Committee will keep under review all actions taken to implement University health and safety policy. To this end, it will monitor the setting up and operation of local area health and safety committees and consider and act upon reports (excluding medical in-confidence information) on:
- (a) accidents, injuries and diseases or surveys together with recommendations as to how such occurrences can be avoided in future;
 - (b) summaries of environmental monitoring carried out in the University;
 - (c) summaries of medical monitoring (excluding sections dealing with medical-in confidence matters) together with recommendations; and
 - (d) minutes of local health and safety committees' meetings.
- S6.3.3.6 The Committee will initiate the development of University policies and approve the development of joint standards and procedures on a range of preventative measures such as the safe handling of toxic materials, environmental and monitoring, medical monitoring and other matters. These standards or procedures once developed and endorsed by the committee will be submitted to the Vice Chancellor.
- S6.3.3.7 The Committee will oversee the development of appropriate health and safety courses for workers, including induction courses for new workers run by Schools/Departments/Units.
- S6.3.3.8 The Committee will consider and attempt to resolve health and safety matters referred to it which have not been resolved or adequately dealt with at local level. The Committee will also have access to reports and information on matters resolved at local level.
- S6.3.3.9 Minutes of the Committee will be forwarded to the Chair and Deputy Chair for approval within 5 working days of Committee meetings. Minutes will be forwarded to unions party to this Agreement. A summary of Committee meetings will be distributed for all staff to see.