

PART ONE – OPERATION OF AGREEMENT

1. TITLE

This Agreement is known as *The Australian National University Enterprise Agreement 2003 - 2006*.

2. ARRANGEMENT

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1. Title
2. Arrangement
3. Objectives of agreement
4. Operation of agreement
5. Application
6. Closed and comprehensive
7. Anti-discrimination

PART TWO - APPOINTMENTS

Section 1 – Types of Appointments

8. Appointments – general statement
9. Standard employment
10. Fixed term employment
11. Part time employment
12. Casual employment
13. Classifications

Section 2 – Recruitment and Engagement

14. General staff recruitment and engagement
15. Casual/sessional academic staff recruitment and engagement

Section 3 – Contracts of Employment

16. Senior management contracts
17. Other than senior management contracts

Section 4 – Upon Commencement

18. Probation
19. Supervisors

PART THREE – EMPLOYMENT CONDITIONS

Section 1 – Remuneration

20. Salaries
21. Incremental salary progression
22. Superannuation
23. Salary sacrificing
24. Allowances
25. Payroll services

Section 2 – Hours of Work and Workloads

26. Ordinary hours
27. Overtime
28. Shift work
29. Breaks
30. Flexible working arrangements
31. Workloads

Section 3 – Continuity of Service

32. Periods between fixed term appointments
33. Periods of leave

Section 4 – Leave and Holidays

34. Provisions applying to all leave
35. Annual leave
36. Personal leave
37. Parental leave
38. Taking other forms of leave in relation to the birth, adoption or guardianship of a child
39. Long service leave
40. War service sick leave
41. Leave for defence service training
42. Jury and witness service
43. Holidays and University closure
44. Leave without pay

Section 5 – Other Conditions

45. Special conditions for NARU, Warramunga Seismic Array and Siding Spring Observatory
46. Indigenous Australians
47. Compensation for loss or damage to personal property

PART FOUR – TRAINING AND DEVELOPMENT

48. Career and performance development
49. Study courses for general staff
50. Outside studies program - recognition of prior service at other Australian Universities
51. Multi-skilling and staff transfer
52. Graduate recruitment and development program
53. Student internships
54. Apprentices and trainees

PART FIVE – HEALTH AND SAFETY

55. Occupational health and safety cooperation
56. Uniforms and protective clothing
57. Amenities
58. First Aid

PART SIX – STAFF RELATIONS

Section 1 – Job Security and Managing Change

- 59. Job security
- 60. Contracting of general staff services and labour
- 61. Managing change

Section 2 – Redundancy

- 62. General staff redundancy
- 63. Academic staff redundancy

Section 3 – Managing Underperformance and Misconduct

- 64. Application
- 65. Definitions
- 66. Managing underperformance
- 67. Managing misconduct and serious misconduct

Section 4 – Grievances and Reviews

- 68. Grievance resolution
- 69. Review of decisions
- 70. Dispute avoidance and settlement
- 71. Union representation
- 72. Staff representative training courses

PART SEVEN – CEASING EMPLOYMENT

- 73. Circumstances of employment ending
- 74. Minimum notice period for termination of employment
- 75. Expiry of a fixed term appointment
- 76. Severance pay
- 77. Resignation
- 78. Ceasing employment as a result of ill health
- 79. Voluntary early retirement

Schedule 1 – Minimum standards for academic levels

Schedule 2 – General staff position classification standards

Schedule 3 – Salaries

Schedule 4 – Allowances

Schedule 5 – 38 hour week for staff members employed in the hospitality stream at University House

Schedule 6 – Occupational health and safety agreement

Schedule 7 – Conversion process for casual, general staff members

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

Schedule 9 – Technical staff pool

3. OBJECTIVES OF AGREEMENT

University goal

- 3.1** Through the relentless pursuit of excellence, The Australian National University will be one of the world's top universities.
- 3.2** The parties agree to work cooperatively to achieve this goal.
- 3.3** In addition the parties agree:
- 3.3(a)** that the University's greatest assets are its staff and students;
 - 3.3(b)** that the University's capacity to support, develop and provide critique of Australian society will be greatest when intellectual freedom is exercised in a manner consistent with a responsible search for knowledge and its dissemination;
 - 3.3(c)** to work towards an environment that is supportive, nurturing, challenging, and motivating for staff and students and exemplary in its encouragement of excellence, equity and tolerance and the creation of a constructively analytical culture;
 - 3.3(d)** to work towards an environment that is free from bullying and which is as safe and secure as is reasonably practicable;
 - 3.3(e)** to encourage a genuinely collegial University, within which problems are shared and worked on collectively, and within which staff members are encouraged to comment on the University's operations;
 - 3.3(f)** that the University will maintain a policy on Intellectual Property which, among other things, recognises the moral and economic rights of staff and students; and
 - 3.3(g)** that development or modification of University policies will involve consultation with the University community according to the Policy on Policies.

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 30 June 2006.
- 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 fifth round agreement prior to the nominal expiry date of this Agreement.

5. APPLICATION

5.1 The parties to this Agreement are:

- 5.1(a)** The Australian National University (the University);
- 5.1(b)** the Australian Liquor, Hospitality & Miscellaneous Workers Union (the LHMU);
- 5.1(c)** the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (the AMWU);
- 5.1(d)** the Health Services Union of Australia (the HSUA); and
- 5.1(e)** the National Tertiary Education Industry Union (the 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 howsoever titled, retitled or restructured from time to time:

- 5.3.1(a)** the Vice-Chancellor, Deputy Vice-Chancellor, Pro Vice-Chancellor (Academic), Pro Vice-Chancellor (Administration), Executive Director (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;
- 5.3.1(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*;
- 5.3.1(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;
- 5.3.1(d)** a head, howsoever titled, of a centre determined by the Council of the University to be a University Centre;
- 5.3.1(e)** a head, howsoever titled, of a hall of residence; and
- 5.3.1(f)** a head of an administrative Division or Cognate area of the University 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, Marketing and Communications Division, the Director, Student and

Academic 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 at the date of entering into the contract of employment with the University during the life of this Agreement, the occupant of such a general staff position receives a salary of not less than \$97,500.00 and the occupant of such an academic staff position receives a salary of not less than \$113,200.00. These amounts will be indexed to the general rate of salary increases in this Agreement.

- 5.3.2** Clauses 18, 20, 23, 24, 45, 61, 62, 63, 66, 67, 69, 73, 74, 75 and 76 of this Agreement will not apply to a staff member entering into a contract of employment after 13 October 2000 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 61, 62, 63, 67, 69, 73, 74, 75 and 76 will apply following exercise of that right by the staff member.

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, and any successor awards, as varied from time to time:
- 6.3(a)** *Higher Education General and Salaried Staff (Interim) Award 1989 (HEGSS)*
- 6.3(b)** The following awards as listed in Schedule C of HEGSS:
- 6.3(b)(i)** *ANU Administrative, Managerial and Executive Staff (Specific Conditions and Salaries) Award 1982;*

- 6.3(b)(ii)** *The Australian National University Employees (General Conditions of Employment) Award 1980;*
- 6.3(b)(iii)** *Association of Draughting, Supervisory and Technical Employees — ANU Technical Staff (Specific Conditions and Salaries) Award 1980;*
- 6.3(b)(iv)** *AWU – ANU Gardeners etc (Specific Conditions and Salaries) Award 2003;*
- 6.3(b)(v)** *The Australian National University Staff (Specific Conditions and Salaries) Award 1981;*
- 6.3(b)(vi)** *Australian National University Maintenance Staff (Specific Conditions and Salaries) Award 1989;*
- 6.3(b)(vii)** *Liquor and Allied Trades, ANU (Specific Conditions and Salaries) Award 1980;*
- 6.3(b)(viii)** *Printing Staff — ANU (Specific Conditions and Salaries) Award 1982;*
- 6.3(b)(ix)** *Australian Liquor, Hospitality and Miscellaneous Workers Union — ANU Cleaners, Security Officers, etc (Specific Conditions and Salaries) Award 1988;*
- 6.3(c)** *Higher Education General Staff Salaries and Classifications Award 2002;*
- 6.3(d)** *Higher Education Academic Staff Salaries Award 2002;*
- 6.3(e)** *Higher Education Contract of Employment Award 1998;*
- 6.3(f)** *National Training Wage Award 1994;*
- 6.3(g)** *Tertiary Education Superannuation Scheme — Superannuation Award 1988;*
- 6.3(h)** *Universities and Post Compulsory Academic Conditions Award 1999.*

7. ANTI-DISCRIMINATION

- 7.1** It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, membership or non-membership of an association or organisation of employers or employees, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2** 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.

7.3 Nothing in this clause is taken to affect:

- 7.3(a)** any different treatment (or treatment having different effects) which is specifically exempted under any relevant Commonwealth, State or Territory anti-discrimination legislation;
- 7.3(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
- 7.3(c)** the exemption in s.170CK(3) of the *Workplace Relations Act 1996*.

PART TWO – APPOINTMENTS

SECTION 1 – TYPES OF APPOINTMENTS

8. APPOINTMENTS – GENERAL STATEMENT

- 8.1** The University will engage a person as an employee on terms that correspond with the types of employment prescribed in clauses 9, 10, 11 and 12 and in accordance with this Agreement.
- 8.2** Nothing in this Agreement limits the number or proportion of employees that the University may employ in a particular type of employment.

9. STANDARD EMPLOYMENT

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

10. FIXED TERM EMPLOYMENT

- 10.1** ‘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.

10.2 Circumstances of fixed term appointments

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:

10.2.1 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:

- 10.2.1(a)** 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
- 10.2.1(b)** 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 10.3.1(c)).

10.2.2 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.

10.2.3 Replacement employee

‘Replacement Employee’ means a person:

- 10.2.3(a)** 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
- 10.2.3(b)** performing the duties of a vacant position for which recruitment action has commenced; or
- 10.2.3(c)** 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.

10.2.4 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 2 years.

10.2.5 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 5 years.

10.2.6 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 10.2, provided that:

- 10.2.6(a)** the work activity is generally related to the degree course that the student is undertaking; and
- 10.2.6(b)** 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.

10.2.7 Senior management position

‘Senior management position’ means a position specified in sub-clause 5.3. Such an appointment will be in accordance with sub-clause 5.3 and clause 16 of this Agreement.

10.2.8 Apprentice

A person may be appointed as an apprentice for the time taken to complete an approved apprenticeship program.

10.2.9 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.

10.2.10 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 1 year and a part time appointment is for a period of not more than 1 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 49.3 of this Agreement.

10.3 Specific conditions applying to fixed term general staff appointments

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

10.3.1(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;

10.3.1(b) subject to sub-clause 10.3.2, may be extended or renewed once only for a period not to exceed 12 months; and

10.3.1(c) where made in accordance with paragraph 10.2.1(b), will be made standard where the continuing existence of the area is confirmed and where the duties of the position continue.

10.3.2 There is no limitation on the number or duration of extensions or renewals of a fixed term appointment where:

10.3.2(a) the fixed term appointment is made in accordance with paragraph 10.2.1(a); and

10.3.2(b) the continuation of the identifiable external funding is subject to milestone reviews; and

10.3.2(c) any extension or renewal in excess of that contemplated by paragraph 10.3.1(b) is for the sole purpose of continuing to fill the position after the

milestone review has resulted in a continuation of the identifiable external funding.

10.3.3 Notwithstanding sub-clause 10.2 and subject to paragraph 10.3.1(b) and sub-clause 10.3.2, 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.

10.4 Employment conditions for fixed term staff (academic and general)

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.

11. PART TIME EMPLOYMENT

11.1 Part time appointments may be standard or fixed term.

11.2 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 flextime for general staff.

11.3 A part time general staff member will either:

11.3(a) work a regular pattern of hours which totals less than the full time hours in a pay period; or

11.3(b) have a regular pattern of employment which, over a specified period:

11.3(b)(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

11.3(b)(ii) involves agreed periods of attendance on full pay and periods of stand-down without pay.

12. CASUAL EMPLOYMENT

12.1 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.

12.2 An essential feature of casual appointments is that there is no expectation of continuity of employment.

12.3 A casual staff member will be paid a casual loading in lieu of all paid leave entitlements, including long service leave. The casual loading will be:

Date of effect	Loading
Up to and including 31 December 2003	20%
1 January 2004 and after	23%

12.4 Circumstances of casual, general staff appointments

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

12.4.2 A casual, general staff member may be appointed where the work involves a regular pattern of hours or is on a regular basis where:

12.4.2(a) the appointment is to replace a standard or fixed term staff member who is absent from work, in which case the duration of the appointment must not exceed the period of such absence; or

12.4.2(b) the appointment is to fill a vacancy during a selection process; or

12.4.2(c) the duration of the appointment is for less than 6 months; or

12.4.2(d) the number of regular hours per fortnight is less than 14.

12.5 Casual, general staff minimum hours

12.5.1 The provisions of this sub-clause (sub-clause 12.5) will commence operation on 3 June 2004.

12.5.2 Subject to sub-clauses 12.5.3 to 12.5.7, the minimum engagement for a casual, general staff member is 3 hours.

12.5.3 The minimum engagements listed in the following table will apply to those staff members employed to perform the corresponding type of work listed in the table.

Type of staff member	Minimum engagement per day (hours)
Actors	2
Child care workers	2.5
Hospitality workers including persons employed in any capacity in connection with accommodation, with the selling of drinks, preparing and serving food and drinks, cleaning and attending to the premises and all other services associated therewith.	2
Security officers, Security guards, mobile patrol persons, control room operators	1
Building and maintenance including tradespersons (other than electricians) and all maintenance workers employed in relation to building	1
Nurses, nurse educators, nurse managers or nursing consultants	1
Aged and disability care workers	2
Attendants/employees in residential colleges or halls of residence	1
Gardeners including all employees engaged in the performance of work in or in connection with, or incidental to the industrial pursuits of gardening and green keeping, including ground keepers	1

Type of staff member	Minimum engagement per day (hours)
Scribes or note takers employed for the purpose of assisting disabled students to take lecture or tutorial notes	1
Pastoral and farm workers including all staff employed in: the management, rearing or grazing of sheep, cattle, horses or other livestock; the sowing, raising or harvesting of crops; the preparation and treatment of land for any of these purposes; and, the shearing or crutching of sheep	1

12.5.4 A staff member who is a student (including a post graduate student), and who is expected to attend the University on the day in question in his or her capacity as a student shall have a minimum engagement of 1 hour.

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

12.5.6 A staff member who has a primary occupation with another employer, or who has a primary occupation within the University in other than the casual appointment in question, will have a minimum engagement of 1 hour.

12.5.7 In order to meet his or her personal circumstances, a casual staff member may request, and his or her supervisor may agree, to an engagement for less than the minimum specified in this sub-clause (sub-clause 12.5).

12.6 Casual, general staff conversion

12.6.1 A casual, general staff member may, subject to the provisions of Schedule 7, be entitled to have his or her appointment converted to a non-casual appointment.

12.7 Casual/sessional academic employment

12.7.1 Casual academic staff employed for lecturing, demonstrating and tutoring will:

12.7.1(a) not be responsible for the engagement of other staff;

12.7.1(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);

12.7.1(c) only be involved in administration to the extent that is necessary to support their primary teaching related function;

12.7.1(d) not be responsible for the supervision of other staff;

12.7.1(e) not have sole academic or decision making responsibility for the development of an on-line teaching and learning course; and

12.7.1(f) be paid at the rates specified in S3.3 of Schedule 3 of this Agreement, which include the loading specified in sub-clause 12.3.

12.7.2 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.

13. CLASSIFICATIONS

13.1 Minimum Standards for Academic Levels

The classification structure for academic staff is set out in Schedule 1. The Minimum Standards for Academic Levels (MSALs) in the Schedule provide guidelines for the nature and level of duties to be undertaken by a staff member.

13.2 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, apprenticeships, traineeships, technical trainee officer positions or the University's Graduate Recruitment and Development Program will be made in accordance with the ANU Officer and Senior Administrative Officer Grades.

SECTION 2 – RECRUITMENT AND ENGAGEMENT

14. GENERAL STAFF RECRUITMENT AND ENGAGEMENT

14.1 Except in the circumstances referred to in sub-clauses 14.4 and 14.5, or where the Director, Human Resources authorises otherwise, vacancies for general staff positions will be advertised by the University.

14.2 The University may advertise vacancies in such a manner as it deems fit provided that notice of vacancies is given through the normal internal advertising mechanism.

14.3 Prospective applicants should be given not less than 7 working days to lodge a response to an advertisement.

14.4 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.

14.5 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.

14.6 Persons registered with the Casual Pool and the Technical Staff Pool will have the status of internal applicants for advertised vacancies.

14.7 The Technical Staff Pool will be administered in accordance with Schedule 9 – Technical Staff Pool.

15. CASUAL/SESSIONAL ACADEMIC STAFF RECRUITMENT AND ENGAGEMENT

15.1 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.

SECTION 3 – CONTRACTS OF EMPLOYMENT

16. SENIOR MANAGEMENT CONTRACTS

16.1 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:

16.1(a) total remuneration package;

16.1(b) targets or criteria for payment of a performance-contingent remuneration component and continued employment; and

16.1(c) circumstances in which the appointment may be terminated and periods of notice, in the event of termination.

17. OTHER THAN SENIOR MANAGEMENT CONTRACTS

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

17.2 The contract of employment must contain information in relation to:

17.2(a) for a staff member other than a casual employee:

17.2(a)(i) the classification level and salary of the staff member on commencement of the employment; and

17.2(a)(ii) the hours or the fraction of full time hours to be worked;

17.2(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;

17.2(c) for a casual staff member:

- 17.2(c)(i) the duties required;
 - 17.2(c)(ii) the number of hours required;
 - 17.2(c)(iii) the classification level and rate of pay for each duty required;
 - 17.2(c)(iv) a statement that any additional duties required during the term will be paid for at the rate of pay appropriate to the classification level of the additional duties; and
 - 17.2(c)(v) for a general staff member, a statement that he or she may have a right to apply for his or her appointment to be converted to a non-casual appointment in accordance with Schedule 7 of the Agreement;
- 17.2(d) for a staff member subject to probationary employment, the length and terms of the probation;
 - 17.2(e) grounds for termination in accordance with Part Seven of this Agreement; and
 - 17.2(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.

SECTION 4 – UPON COMMENCEMENT

18. PROBATION

18.1 General Provisions Applying to Probation Periods

Purpose of Probation

- 18.1.1 The purpose of a probation period is to provide a period in which an appointee's (the probationer's) suitability to the position, to the University and to the particular workplace can be assessed. The desired outcome of a probation period is that the probationer's employment will be confirmed. During a probation period, the University will offer appropriate support, development opportunities and feedback to assist the probationer to achieve that outcome.

Application

- 18.1.2 A staff member, other than a casual employee, may be required to serve a probation period at the commencement of an appointment.
- 18.1.3 Any second or subsequent fixed term appointment will not contain a probation period where the employment is a renewal or extension of an initial fixed term appointment.

General Provisions relating to confirmation of appointment

- 18.1.4 Nothing in this Agreement prevents confirmation of an appointment by the Delegate at any time during the probationary period.

- 18.1.5** Confirmation of a probation period will be automatic and immediate where a staff member is promoted (in the case of an academic staff member) or reclassified to a higher ANU Officer Level (in the case of a general staff member).

General Provisions relating to annulment of appointment

- 18.1.6** Subject to sub-clause 18.1.7, a probationer whose appointment is annulled will be given notice of termination of employment in accordance with clause 74.
- 18.1.7** Where a probationer's behaviour constitutes serious misconduct, as defined in clause 65, the probationer's employment may be terminated at any time, without notice, and the requirements of clause 74 will not apply.

18.2 Probation periods

- 18.2.1** The length of the probation period will be reasonable having regard to the nature and circumstances of the appointment but will, subject to clauses 52 and 53 (which relate to student and graduate employment), not exceed the maximums 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 the lesser
General staff fixed term	maximum of one sixth of the period of the fixed term contract or 6 months, whichever is the lesser
Academic staff standard	up to 3 years initially, extendable to a maximum of 4 years.
General staff standard	up to 6 months initially, extendable to a maximum of 9 months.

18.3 Basic probation procedures – where performance standards are met

- 18.3.1** In accordance with clause 17, where a staff member's employment is subject to a probation period, his or her (the probationer's) contract of employment will specify the period and conditions of the probation.
- 18.3.2** A copy of the staff member's job description and the University's Code of Conduct will be provided to the probationer upon his or her appointment.
- 18.3.3** Within one month of the probationer's commencement with the University, the supervisor will conduct an initial probation meeting. During this probation meeting the supervisor will confirm the specific performance standards for the probationary period. The performance standards will relate to the duties and/or level of the position as well as the expectations for conduct and suitability to the workplace.
- 18.3.4** During the probation period the supervisor will conduct further probation meetings with the probationer, as required.
- 18.3.5** During a probation meeting the supervisor will assess the probationer's performance, conduct and general suitability to the workplace and position against the performance standards. Where the probationer's performance is considered to be less than satisfactory, the supervisor and probationer will agree a reasonable

plan to assist the probationer to achieve the performance standards within the remaining probationary period.

18.3.6 Following a probation meeting the supervisor will provide the probationer with a written report outlining the outcomes of the meeting.

18.3.7 Where the supervisor assesses that the probationer's performance, conduct and suitability are satisfactory, the supervisor must either:

18.3.7(a) advise the probationer that the probation period be continued until the next probation meeting within the initial probation period, provided that the next probation meeting is not less than 2 weeks prior to the end of the probation period; or

18.3.7(b) recommend to the delegate that the appointment be confirmed.

18.3.8 If the supervisor recommends confirmation in accordance with paragraph 18.3.7(b), the delegate may:

18.3.8(a) seek further supporting information; or

18.3.8(b) confirm the appointment.

18.4 Probation procedures where performance standards not met – other than standard academic appointments

18.4.1 Where, at any stage of the probation period, the supervisor assesses that the probationer's performance, conduct and/or suitability does not meet the performance standards, the supervisor will advise the probationer:

18.4.1(a) that the performance standards have not been met, outlining the deficiencies;

18.4.1(b) that the probationer's performance, conduct and suitability will be closely monitored during a "review period", outlining the timeframe for the review period;

18.4.1(c) of the expectations for improving in accordance with the performance standards; and

18.4.1(d) that if the performance standards are not met the probationer's appointment may be annulled.

18.4.2 If, following the review period as outlined in paragraph 18.4.1(b), the supervisor assesses that the probationer's performance, conduct or suitability remains unsatisfactory, the supervisor must, at least 10 days prior to the end of the probationary period, recommend to the delegate that either:

18.4.2(a) the appointment be annulled; or

18.4.2(b) the probation period be extended provided that:

18.4.2(b)(i) the probation period may be extended in accordance with sub-clause 18.2.1; and

18.4.2(b)(ii) the extension is applied to give the probationer additional opportunity to meet the performance standards.

18.4.3 The probationer will be given an opportunity to respond to the supervisor's recommendation.

18.4.4 Following consideration of the supervisor's recommendation and any response given by the probationer, the delegate may:

18.4.4(a) annul the appointment; or

18.4.4(b) direct that the probation period continue, provided that the total period of probation does not exceed the maximum period specified in sub-clause 18.2.1.

18.5 Probation procedures where performance standards not met – standard academic appointments

18.5.1 Where, at any stage of the probation period, the supervisor assesses that the probationer's performance, conduct and/or suitability does not meet the performance standards, the supervisor will advise the probationer:

18.5.1(a) that the performance standards have not been met, outlining the deficiencies;

18.5.1(b) that the probationer's performance, conduct and suitability will be closely monitored during a "review period", outlining the timeframe for the review period;

18.5.1(c) of the expectations for improving in accordance with the performance standards; and

18.5.1(d) that if the performance standards are not met the probationer's appointment may be annulled.

18.5.2 The supervisor will also:

18.5.2(a) where the probationer is eligible for incremental progression under clause 21, recommend whether the increment be withheld; and

18.5.2(b) recommend that either:

18.5.2(b)(i) the appointment be annulled; or

18.5.2(b)(ii) the probation period be extended provided that the extension is applied to give the probationer additional opportunity to meet the probationary criteria and provided that the total period of

probation does not exceed the maximum period specified in sub-clause 18.2.1.

18.5.3 The probationer will have an opportunity to respond to the supervisor's recommendation.

18.5.4 Following consideration of the supervisor's recommendation and any response given by the probationer the delegate will:

18.5.4(a) where at paragraph 18.5.2(a) the supervisor has recommended the withholding of an incremental salary progression, decide whether or not to withhold the increment; and

18.5.4(b) either:

18.5.4(b)(i) extend the probation period, provided that the total period of probation does not exceed the maximum period specified in sub-clause 18.2.1; or

18.5.4(b)(ii) refer the recommendation to a Probation Committee (PC) for consideration.

18.5.5 If the delegate decides in accordance with paragraph 18.5.4(b)(i), the probationer and the supervisor must agree a reasonable plan to assist the probationer to achieve the performance standards within the remaining probationary period, and the dates of review prior to the end of the probationary period.

18.5.6 If the delegate decides in accordance with paragraph 18.5.4(b)(ii) the matter will be referred, within 5 working days, to a Probation Committee (PC).

Probation Committee

18.5.7 The PC will be convened by the Delegate and comprise:

18.5.7(a) a nominee of the probationer's Dean or Director (chair);

18.5.7(b) a member of the probationer's work area*;

18.5.7(c) a staff member holding a standard appointment from a cognate discipline, outside the work area*; and

18.5.7(d) such additional members as the Dean or Director may determine*.

* normally a standard appointee at the same level or a higher level than the probationer.

18.5.8 The PC will consider any relevant documentation.

18.5.9 Where a matter is referred to a PC, the PC must report in writing to the Delegate recommending that:

18.5.9(a) the appointment be annulled; or

18.5.9(b) the appointment be confirmed; or

18.5.9(c) where extension is an option, the probation period be extended provided that the extension is applied to give the probationer additional opportunity to meet the probationary criteria and provided that the total period of probation does not exceed the maximum period specified in sub-clause 18.2.1.

18.5.10 Where the PC recommends extension of the probation period in accordance with paragraph 18.5.9(c), the probationer will be advised, in writing, where their performance requires improvement and, where the probationer is eligible for incremental progression, that an increment will be withheld until performance is assessed as being satisfactory.

18.5.11 During the extended probation period the Supervisor will regularly review the probationer's performance and conduct against the standards set out in the advice to the probationer under sub-clause 18.5.10.

18.5.12 No later than 10 working days prior to the end of the extended probation period the probationer's supervisor will undertake a final assessment of the probationer's performance and conduct, having regard to the performance standards, and either:

18.5.12(a) advise the chair of the PC that the required performance improvement has occurred and recommend confirmation of appointment, and if the probationer is eligible for incremental progression, recommend that an increment will be awarded (in which case such increment will apply from the date upon which the supervisor advises the probationer that the required performance improvement has occurred); or

18.5.12(b) advise the chair of the PC that the required performance improvement has not occurred and recommend annulment. Following receipt of such advice, the chair of the PC will recommend to the Delegate that the appointment be annulled.

18.5.13 The Delegate will determine whether the appointment will be annulled.

19. SUPERVISOR

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

19.2 The supervisor of an academic staff member will normally be the head of the academic unit in which the staff member is employed. A 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 a Deputy Vice-Chancellor.

19.3 The University will conduct a program of supervisor training which will incorporate:

19.3(a) an induction program for supervisors;

19.3(b) training in the skills and knowledge required for supervision; and

19.3(c) development for leadership roles.

PART THREE – EMPLOYMENT CONDITIONS

SECTION 1 – REMUNERATION

20. SALARIES

20.1 Salary increases

20.1.1 Subject to sub-clause 20.1.2, the salary increases listed in the following table will apply to University staff members, except staff members employed pursuant to the awards referred to in sub-clause 5.2 or employed pursuant to sub-clause 5.3.

Increase	Date of effect
5%	20 November 2003
5.5%	18 November 2004
6%	17 November 2005

20.1.2 In relation to Apprentices, Trainees, Trainee Technical Officers and staff members who are in receipt of a supported salary, the salary increases at sub-clause 20.1.1 will be applied to the appropriate ANU Officer rate prior to the application of the relevant percentage listed at sub-clauses 20.5.1, 20.5.2 or 20.6 respectively.

20.1.3 Revised salary rates are set out in Schedule 3 and clause 52 as follows:

S3.1 of Schedule 3	Academic Staff
S3.2 of Schedule 3	General Staff
S3.3 of Schedule 3	Casual/sessional academic staff
S3.4 of Schedule 3	Academic and General staff employed at University House
Clause 52	Graduate Recruitment and Development Program Participants

20.1.4 Progression between the salary steps specified in S3.1, S3.2 and S3.4 of Schedule 3 will be determined, in accordance with clause 21, 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.

20.2 Once-off Bonus – University House

20.2.1 The following categories of staff members, employed at University House on the date of certification of this Agreement, will be paid a once-off bonus in accordance with the following table:

Category of Staff member and length of continuous service at date of certification	Bonus - Gross \$
Standard and fixed term staff members - 2 years' service or greater	652.20
Standard and fixed term staff members - 1 years' service but less than 2 years' service	434.80
Standard and fixed term staff members – less than 1 year's service	320.17
Casual staff members - greater than 18 months' service*	217.40

* Casual employment does not count as continuous service. However, for the purpose this sub-clause a staff member who was initially appointed to a casual appointment more than 18 months prior to the certification of this Agreement, and who is still, at the date of certification, employed as a casual, will be deemed to have had continuous service for that period.

20.2.2 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 post-tax bonus paid into UniSuper as a once-off payment.

20.2.3 Nothing in sub-clauses 20.2.1 or 20.2.2 will affect the salary rate of any staff member or the staff member's employer or employee superannuation contributions.

20.3 Casual general staff

A casual general staff member will be employed by the hour and paid an hourly rate, being the hourly rate derived from the annual salary (normally the base of the range) applicable to the appropriate ANU Officer level plus the casual loading referred to in sub-clause 12.3.

20.4 Casual/sessional academic staff

A casual/sessional academic staff member will be paid at the rates set out in S3.3 of Schedule 3 (which include the casual loading referred to at sub-clause 12.3).

20.5 Apprentices and Trainees

Apprentice and trainee technical officer

20.5.1 Apprentices and trainee technical officers will be paid in accordance with the following table:

Period	Apprentice (% of base rate of ANU03)	Trainee technical officer (% of base rate of ANU04)
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

20.5.2 Trainees appointed in accordance with sub-clause 10.2.10 will be paid in accordance with the following table:

Years out of school*	Salary (% of ANU01 base salary)	
	Highest year of schooling completed	
	Year 10	Year 11 or 12
1	42	51
2	51	60
3	60	69

Years out of school*	Salary (% of ANUO1 base salary)	
	Highest year of schooling completed	
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.

20.6 Supported salary rates for staff with disabilities

A person to whom Schedule 8 applies will be paid the greater of either \$60 per week or the applicable percentage of the relevant base salary rate for the class of work which the person is performing, according to the following table:

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

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

21. INCREMENTAL SALARY PROGRESSION

21.1 Incremental salary progression is the movement of a staff member's salary to the next highest salary point (or increment) within his or her current classification level in recognition of the staff member's acquisition of new skills, experience and knowledge. Supervisors will provide reasonable assistance and opportunity to staff members to achieve incremental salary progression.

21.2 Subject to sub-clause 21.3, the following categories of staff member are entitled to incremental salary progression:

21.2(a) staff members employed pursuant to a standard appointment, other than those employed pursuant to sub-clause 5.3; and,

21.2(b) staff members employed pursuant to a fixed term appointment, other than those employed pursuant to sub-clause 5.3 or sub-clauses 10.2.8 to 10.2.10.

21.3 A staff member appointed to a standard or fixed term appointment will be eligible for incremental progression if he or she:

21.3(a) is in receipt of a salary that is less than the maximum step for his or her classification level; and,

21.3(b) has concluded 12 months continuous service with the University following the later of either:

21.3(b)(i) entry into the classification level (via appointment, promotion or reclassification to the relevant level); or

21.3(b)(ii) the most recent incremental salary progression.

21.4 The date upon which the achievement of 12 months continuous service occurs (in accordance with paragraph 21.3(b)) will be referred to as the anniversary date.

21.5 Movement to the next salary point within the level will occur only when the staff member has, over the preceding twelve months:

21.5(a) acquired and used additional skills, experience and knowledge within the ambit of the classification level (as set out in Schedule 1, Minimum Standards for Academic Levels or Schedule 2, Positions Classification Standards for General Staff) and in accordance with the priorities of the organisational unit; and

21.5(b) performed satisfactorily against agreed performance objectives and/or the appropriate classification level as set out in Schedule 1 or Schedule 2.

21.6 Movement to the next highest salary point will be effective from the anniversary date.

21.7 Where the delegate's determination of sub-clause 21.5 is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date, unless:

21.7(a) the delay is related to the acquisition of new skills, experience and knowledge in accordance with paragraph 21.5(a), in which case the date of acquisition will be the effective date;

21.7(b) the increment has been withheld in accordance with clause 66, in which case the date from which the performance is deemed to be satisfactory will be the effective date; or

21.7(c) the staff member has been absent from the workplace in circumstances that, in accordance with clause 33, do not count for service, in which case the incremental salary progression will be delayed by the period of absence.

22. SUPERANNUATION

22.1 The University will maintain employer superannuation contributions for all eligible current and new staff, in accordance with this clause.

22.2 The University will pursue a relaxation of the current UniSuper Trust Deed eligibility to allow part-time staff members on standard or fixed-term appointments of 12 months or more to be eligible for UniSuper membership and entitlements.

- 22.3** The University will pay 17% of salary to UniSuper for all current and new staff who are eligible to be members of UniSuper and eligible for a 17% employer superannuation contribution as at the date of certification of this Agreement. Further, the University is committed to making a total contribution at the level of 17% towards the benefits available to such staff even if the UniSuper Trust Deed, and/or the Deed of Covenant between UniSuper and the University and/or the *TESS Award 1988*, are varied.
- 22.4** Existing arrangements will be maintained for current and new employees who are not eligible for a 17% UniSuper employer superannuation contribution or who opt for half employee and employer contributions.
- 22.5** Should any amendment to the UniSuper Trust Deed make it possible during the life of this Agreement for employer or employee members of UniSuper 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.
- 22.6** 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.

23. SALARY SACRIFICING

- 23.1** 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 50% of gross salary. In exceptional circumstances, subject to approval by the Director, Human Resources, a staff member may sacrifice beyond the 50% gross salary limit.
- 23.2** The University will offer the following benefits to staff:
- 23.2(a)** member contributions and extra superannuation payments to UniSuper (in accordance with UniSuper rules);
 - 23.2(b)** fees for the provision of on campus childcare for the dependent children of staff;
 - 23.2(c)** on campus parking fees;
 - 23.2(d)** other benefits as are available through the University's salary packaging provider.
- 23.3** A staff member may elect in writing for the University to deduct payment for one or more of the benefits specified in sub-clause 23.2 and will have his or her gross salary reduced by the total value of those benefits.

- 23.4** A staff member may terminate or change his or her salary sacrificing arrangements, made in accordance with paragraphs 23.2(a) to (c), at 6 monthly intervals or as determined by the University.
- 23.5** 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.
- 23.6** Sub-clause 23.1 notwithstanding, the salary rates specified in Schedule 3 of this Agreement will be used as the basis for calculating:
- 23.6(a)** termination payments, including superannuation, annual leave and long service leave;
 - 23.6(b)** redundancy, severance or early retirement benefits;
 - 23.6(c)** overtime and shift payments; and
 - 23.6(d)** loadings, allowances and deductions which are calculated as a percentage of salary.

24. ALLOWANCES

- 24.1** The University will pay allowances to staff in accordance with Schedule 4.
- 24.2** The University will adjust allowances annually on the date of effect of salary increases specified in sub-clause 20.1.1 by:
- 24.2(a)** the rate of salary increase taking effect on the date of adjustment of the allowance;
 - 24.2(b)** the level of indexation of university operating grants for that year; or
 - 24.2(c)** the percentage change in the national Consumer Price Index from the previous financial year, as published by the Australian Bureau of Statistics.
- 24.3** The method of indexation of each allowance is specified in Schedule 4.

25. PAYROLL SERVICES

- 25.1** Salaries (including overtime and special loadings, if any) will be paid fortnightly.
- 25.2** The University will, subject to the payment of an agreed collection fee reflecting reasonable administrative and other costs to the University, make deductions from a staff member's pay upon receipt of an authorised form, signed by the staff member and specifying the amount to be deducted and where the deducted amount is to be paid.

SECTION 2 – HOURS OF WORK AND WORKLOADS

26. ORDINARY HOURS

26.1 Ordinary number of Hours

- 26.1.1** 'Ordinary number of hours' means the ordinary number of hours of work required of a full-time, general staff member.
- 26.1.2** Subject to sub-clause 26.3, the ordinary number of hours of work (exclusive of meal breaks) for all categories of general staff, will be 35 per week, except that the ordinary number of hours of work for staff members employed in the Hospitality stream at University House shall be 38 per week.
- 26.1.3** The 38 hour week for staff members employed in the Hospitality stream at University House shall be arranged in accordance with Schedule 5.

26.2 Span of Hours

- 26.2.1** Subject to sub-clause 26.3, the 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	8.00am to 6.00pm
Administration, Engineering, Information Technology, Library, Professional, Research	8.00am to 6.00pm
Hospitality	6.30am to 7.30pm

- 26.2.2** The spans of hours reflect the times that work is paid at ordinary time rates. All work outside the relevant span of hours will be accommodated through clauses 27, 28 and/or 30.

26.3 Night Assistants

- 26.3.1** 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:
- 26.3.1(a)** they do not exceed 70 hours in a fortnight commencing on the day on which the night work begins; and
 - 26.3.1(b)** 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.
- 26.3.2** Where night work as above is impracticable, a rostered night assistant may be employed on day time duties.

27. OVERTIME

27.1 'Overtime' is work which is performed at the direction of the supervisor and which is:

27.1(a) in excess of the ordinary number of hours of work as defined in sub-clause 26.1.2; and/or

27.1(b) required to be worked outside the span of hours as defined in sub-clause 26.2.

27.2 Rates of overtime pay

27.2.1 Subject to sub-clauses 27.2.2, 27.2.3, 27.2.4 and 27.2.5, general staff members, including casuals, who are eligible to be paid for overtime, will be paid in accordance with the following table.

Time of work	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%

27.2.2 A cleaner or security officer who is not a shift worker, or is a shift worker not rostered to work on a Saturday, will receive 200% of his or her ordinary hours rate of pay for all hours worked on a Saturday.

27.2.3 The following categories of part time or casual staff members will not be paid overtime rates for work outside of the span of hours defined in sub-clause 26.2:

27.2.3(a) examination invigilators;

27.2.3(b) field interviewers; or

27.2.3(c) staff member employed in the Library, the Drill Hall Gallery or the ITA Gallery.

27.2.4 A staff member referred to in sub-clause 27.2.3 will be paid:

27.2.4(a) 250% of his or her applicable hourly rate for work performed on a public holiday; and

27.2.4(b) at the overtime rates provided for in sub-clause 27.2.1 for overtime worked in accordance with paragraph 27.1(a).

27.2.5 An observatory night assistant will not be paid at the overtime rates prescribed in sub-clause 27.2.1, but will be paid at the following rates for all time worked in excess of 70 hours in a fortnight:

27.2.5(a) 150% of the ordinary hours pay rate for the first 8 hours of overtime; and

27.2.5(b) 200% of the ordinary rate thereafter.

27.2.6 A casual staff member receiving any of the overtime rates provided for in this clause is not eligible to be paid the casual loading referred to in sub-clause 12.3 for overtime work.

27.3 Eligibility for overtime pay

27.3.1 Subject to sub-clause 27.3.2, a staff member will be eligible to receive the rates of pay prescribed in sub-clause 27.2 where:

27.3.1(a) the staff member is employed at or below the ANU Officer 7 level; and

27.3.1(b) the requirement to work overtime was directed by the supervisor prior to the overtime being worked.

27.3.2 The rates of pay prescribed in sub-clause 27.2 will not apply where a flexible working arrangement in accordance with clause 30 applies and where the work can be accommodated within that arrangement (including where the staff member is in receipt of an overtime allowance in accordance with sub-clause 27.4).

27.3.3 Where a shift worker works overtime, the overtime rate prescribed in sub-clause 27.2 will be in substitution for and not cumulative upon a shift loading.

27.3.4 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.

27.4 Overtime allowance

27.4.1 A staff member who works regular overtime may be paid an overtime allowance in lieu of the overtime payments prescribed at sub-clause 27.2, to compensate for all overtime worked.

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

27.5 Overtime conditions

Requirement to work overtime

27.5.1 A staff member may be required to work reasonable overtime. However, where a staff member has personal commitments or personal circumstances arise, and where the nature of those commitments or circumstances are such that it would be unreasonable for the University to prevent the staff member from attending to them, the staff member may refuse to work outside his or her span of hours.

Availability duty

27.5.2 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.

27.5.3 A staff member employed at the ANU Officer 7 level or below, is entitled to an allowance in accordance with S4.4 of Schedule 4 for the period for which he or she is on availability duty.

Notice periods

27.5.4 A staff member will be paid a short call allowance at the level specified in S4.4 of Schedule 4 where the staff member:

27.5.4(a) is not on availability duty;

27.5.4(b) is required to work overtime on a Sunday or public holiday; and

27.5.4(c) has received less than 24 hours' notice of that requirement.

27.5.5 In addition to the circumstances listed at sub-clause 27.5.4, where a staff member is directed to immediately attend an emergency situation, regardless of the day upon which that requirement falls, he or she will be paid the short call allowance at S4.4 of Schedule 4.

27.5.6 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 S4.4 of Schedule 4.

Additional meal break

27.5.7 Subject to sub-clause 29.1.3 a staff member who is required to work overtime may be entitled to an additional meal break.

Time off in lieu of overtime payment

27.5.8 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

27.5.9 Where a staff member, who is not paid an availability allowance, is required to work overtime that is not continuous with his or her ordinary hours, the staff member is entitled to:

27.5.9(a) be paid for a minimum of 4 hours at the appropriate overtime rate; and

27.5.9(b) a travelling allowance at the rate specified in S4.4 of Schedule 4.

27.5.10 Sub-clause 27.5.9 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.

27.5.11 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

27.5.12 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.

27.5.13 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

27.5.14 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.

Overtime coinciding with daylight savings changeovers

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

28. SHIFT WORK

28.1 General application

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

28.1.2 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.

28.1.3 Subject to the provisions of clause 27, time worked by a shift worker outside the rostered hours of work for a shift on any day will be paid at overtime rates.

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

28.1.5 Subject to the provisions of clause 27, where less than 7 days notice has been given, and a staff member is required to work on a rostered day off, the staff member will be paid overtime for the time worked on that day.

Shift work coinciding with daylight savings changeover

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

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

28.2 Shift work – staff other than those employed in the Hospitality stream

28.2.1 For the purpose of sub-clauses 28.2.3 and 28.2.4, shifts are defined as follows:

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

28.2.1(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

28.2.1(c) ‘Night shift’ means a shift which finishes after midnight but not later than 8.00am.

28.2.2 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.

28.2.3 Subject to sub-clauses 28.2.4 and 28.2.5, a staff member who works shift work will be entitled to penalty rates in accordance with the following table:

Shift		Rate (%of the hourly rate applicable to the appropriate ANU Officer level)		
		Staff other than casual	Casual staff Prior to 1 January 2004*	Casual staff From 1 January 2004*
Monday – Friday	Morning	115%	135%	138%
	Afternoon	115%	135%	138%
	Night	130%	150%	153%
Saturday		150% max	170% max	173%
Sunday		200% max	200% max	200% max
Public Holiday		250% max	250% max	250% max

* These rates are inclusive of and not additional to the casual loading referred to in sub-clause 12.3.

28.2.4 A part-time, Library, shift worker will not be paid the shift rates provided in sub-clause 28.2.3, but will be paid at the rate of 115% for shift work required, and performed during any shift as defined in sub-clause 28.2.1 and for any rostered shift work performed on a Saturday or Sunday (other than a public holiday).

28.2.5 A staff member employed in one of the following categories will not be paid the shift rates provided in sub-clause 28.2.3, but will be paid at the rate of 100% for work required, and performed, during any shift as defined in sub-clause 28.2.1

and for any rostered shift work performed on a Saturday or Sunday (other than a public holiday):

- 28.2.5(a) examination invigilators;
- 28.2.5(b) field interviewers;
- 28.2.5(c) staff members employed at the Drill Hall Gallery or the ITA Gallery; or
- 28.2.5(d) casual staff members employed in the Library.

28.2.6 A staff member referred to at paragraph 28.2.5(d) will receive the casual loading referred to at sub-clause 12.3 for shift work required, and performed, during any shift as defined in sub-clause 28.2.1 or shift work performed on a Saturday or Sunday (except a public holiday).

28.3 Shift work - staff members employed in the Hospitality stream

28.3.1 Monday to Friday

28.3.1(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 level)		
Staff other than casual	Casual staff Prior to 1 January 2004*	Casual staff From 1 January 2004*
115%	135%	138%

28.3.1(b) Any staff member who is regularly rostered for at least 6 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 level)		
Staff other than casual	Casual staff Prior to 1 January 2004*	Casual staff From 1 January 2004*
130%	150%	153%

* These rates are inclusive of and not additional to the casual loading referred to in sub-clause 12.3.

28.3.2 For the purpose of paragraph 28.3.1(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.

28.3.3 Weekends and Public Holidays

Shift	Rate (%of the hourly rate applicable to the appropriate ANU Officer level)		
	Staff other than casual	Casual staff Prior to 1 January 2004*	Casual staff From 1 January 2004*
Saturday	150% max	170% max	173% max
Sunday	200% max	200% max	200% max
Public Holiday	250% max	250% max	250% max

* These rates are inclusive of and not additional to the casual loading referred to in sub-clause 12.3.

28.3.4 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.

28.4 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 S4.8 of Schedule 4.

28.5 Circumstances where shift penalty rates are payable or not payable

28.5.1 The rates in sub-clauses 28.2 and 28.3 will not be payable for overtime hours (in which case the rates specified in clause 27 will apply), or where an annualised shift allowance is paid in lieu of penalty rates.

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

28.5.3 Except for those on annualised shift allowances, a shift worker who is on the personal leave provided for in paragraph 36.2.1(a) or long service leave will, for the period of the leave, not be paid the loading which he or she normally receives.

28.6 Trainees

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

29. BREAKS

29.1 Meal Breaks

29.1.1 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.

- 29.1.2** 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.
- 29.1.3** 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:
- 29.1.3(a)** an additional meal break of not more than one hour; and
 - 29.1.3(b)** a meal allowance at the rate specified in S4.4 of Schedule 4.
- 29.1.4** The additional meal break referred to in sub-clause 29.1.3 does not count as time worked.

29.2 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.

29.3 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.

29.4 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.

30. FLEXIBLE WORKING ARRANGEMENTS

30.1 Preamble and general statement

- 30.1.1** Flexible working arrangements allow staff members and the University to vary hours, and patterns of work, to meet the teaching, research and administrative priorities of the University and staff members' personal commitments, taking into account the operational requirements of the work area.
- 30.1.2** Flexible working arrangements are arrangements whereby a staff member may be required, or may choose, to work outside of the ordinary hours of work prescribed in clause 26 without attracting the overtime rates or shiftwork penalty rates provided for in clauses 27 and 28 respectively. Subject to the provisions of this clause, flexible working arrangements may be as agreed between an individual staff member and his or her supervisor or may be made via a local area agreement.
- 30.1.3** The University has three main types of flexible working arrangements. These are:

- 30.1.3(a) flextime (see sub-clause 30.2);
- 30.1.3(b) annualised allowances (see sub-clause 30.3); and
- 30.1.3(c) non-prescribed flexible working arrangements (see sub-clause 30.4)

30.2 Flextime

- 30.2.1 Flextime means an arrangement whereby a staff member may, with the approval of his or her supervisor, start and/or finish work at flexible times that may be normally within the span of hours.
- 30.2.2 A Dean or Director may adopt flextime arrangements for those general staff employed within his or her work area.
- 30.2.2 The Dean or Director will tailor the flextime arrangements, including in relation to:
 - 30.2.2(a) the ANU Officer levels to which the flextime arrangements will apply;
 - 30.2.2(b) whether or not the flextime arrangements will apply to part time staff members;
 - 30.2.2(c) the maximum number of hours that a staff member may go into credit or debit; and
 - 30.2.2(d) mechanisms to ensure that credit and debit flex hours are monitored.

30.3 Annualised allowances

- 30.3.1 The annualised overtime and shift allowances referred to in sub-clauses 27.4 and 28.4, respectively, are designed to create administrative ease for the University and certainty for the staff member. Such allowance cannot be used to reduce the entitlements that a staff member would otherwise have received through the normal calculation of overtime rates or shift rates when averaged over a year.

30.4 Non-prescribed flexible working arrangements

- 30.4.1 Non-prescribed flexible working arrangements are flexible working arrangements agreed to between a staff member and the University, or a group of staff members and the University, which do not fall into the “flextime” or “annualised allowance” categories of flexible working arrangements. Such flexible working arrangements may be adopted in circumstances where:
 - 30.4.1(a) the ongoing nature of the work performed requires ordinary hours to be worked outside the span of hours, in which case the ordinary hours of a staff member (or of a category of staff members) will be worked to suit the needs of the University, and the staff member (or category of staff members) concerned will be liable to work these hours; or

30.4.1(b) increased flexibility will be of benefit to a staff member or staff members and such flexibility is able to be accommodated by the work area.

30.4.2 A non-prescribed flexible working arrangement will be made in accordance with clause 61 and must be approved by the Director, Human Resources prior to commencement.

31. WORKLOADS

31.1 The parties acknowledge that the University's Staff Workloads Policy, developed by Working Parties formed as a result of the *ANU Enterprise Agreement 2000 - 2003*, is the basis on which academic and general staff workloads will be managed. The University will ensure that supervisors are aware of their responsibilities under this policy and that staff are aware of the principles and procedures of the policy to assist the managing of workloads.

31.2 The ordinary hours of work for general staff are given at clause 26, including designated part time fractions.

31.3 It is recognised that academic staff at the ANU frequently work hours well beyond the community standard across most sectors. In line with many professions, academic staff regulate their own hours. This flexibility is an important part of academic life and enables work patterns to match teaching and research requirements.

31.4 Academic workload is a combination of self directed and assigned tasks. The assigned proportion of an academic's work will include, for example, teaching and preparation for teaching, assessment, supervision and the necessary administrative work associated with teaching and research in a collegial environment.

31.5 The remainder of an academic staff member's working time is discretionary in that it is self-directed. It is the time in which staff members conduct research or other scholarly activity as required by their appointment to the University. The amount of discretionary time will vary from one member to another and from one area of the University to another. In some professional schools, for example, the teaching requirements of the University may be greater than in other areas.

31.6 Assigned activities will not be so great as to preclude a reasonable balance with self directed activities in which the staff member is engaged. The supervisor will ensure that the average weekly tasks assigned facilitate that balance.

31.7 The parties recognise that the ratio of students (EFTSU) to non-casual staff (non-casual FTE) with teaching duties is a measure of the demand on staff time. If allowed to increase unreasonably it can compromise the quality of the University's teaching and research training programs. It is recognised, however, that many factors can affect student-staff ratio, including the staffing profile of a faculty, school or centre, and changes in enrolment patterns. Nevertheless, except in those circumstances where the University has an established target for growth (e.g. Medical School), the University will use its best endeavours to:

31.7(a) ensure that current student staff ratios by discipline will not increase from 31 August 2003 when averaged over a 3 year period; and

31.7(b) reduce those ratios wherever possible.

31.8 If, after two years (i.e. at 31 August 2005) the averaged student staff ratios (referred to in paragraph 31.7(a)), have increased other than as a result of existing growth targets referred to in 31.7, the parties, in consultation with staff of the relevant work area, will then act in accordance with the principles of the Staff Workloads Policy to ameliorate increased demands on staff time.

SECTION 3 – CONTINUITY OF SERVICE

32. 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.

33. PERIODS OF LEAVE

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

33.2 An absence of a staff member on approved leave without pay, including any form of unpaid parental leave provided for in clause 37:

33.2(a) does not break continuity of service; but

33.2(b) does not count for service for accrual of annual leave, long service leave, personal leave or any other like purpose.

33.3 An absence of a staff member on the parental leave provided for in sub-clauses 37.3.1, 37.3.5 or 37.4.1, whether paid or unpaid, will count as service for all purposes up to the following maximums:

Type of Parental Leave	Amount of weeks
Maternity leave	12
Primary care-giver leave	8
Adoption leave	20

SECTION 4 – LEAVE AND HOLIDAYS

34. PROVISIONS APPLYING TO ALL LEAVE

34.1 Casual staff

The loading referred to at sub-clause 12.3, paid to casual staff, is in lieu of all leave entitlements, including long service leave.

34.2 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.

34.3 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 or where personal circumstances arise, the nature of which would make it unreasonable for the University to prevent the staff member from taking the leave (eg bereavement leave).

34.4 Leave at half pay

If, subject to the provisions of this Agreement, a staff member takes leave at half pay, his or her leave accruals and superannuation contributions during the period of leave at half pay will be on a pro rata basis.

35. ANNUAL LEAVE

35.1 Principles

35.1.1 The parties recognise that annual 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:

35.1.1(a) staff members should be encouraged to use their leave to provide an adequate break from work;

35.1.1(b) staff members with sufficient credits should be able to take at least 20 days annual leave in an unbroken period; and

35.1.1(c) subject to sub-clause 35.1.3, 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.

35.1.2 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.

35.1.3 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.

35.1.4 A staff member may, subject to approval by his or her delegate, purchase extra annual leave.

35.2 Annual Leave Entitlement

35.2.1 A staff member is entitled to 20 days annual leave for each completed year of service, except that:

35.2.1(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 annual leave;

35.2.1(b) a general staff member employed on permanent or rotating shifts will be entitled to an additional 5 days annual leave;

35.2.1(c) a general staff member employed at the Warramunga Seismic Array Unit will be entitled to an additional 7 days annual leave;

35.2.1(d) a general staff member employed at the North Australia Research Unit will be entitled to an additional 5 days annual leave;

35.2.1(e) A general staff member employed at the Siding Spring Observatory, Coonabarabran, will be entitled to an additional 2 days annual leave.

35.2.2 Annual leave will accrue on a fortnightly basis from commencement of employment and, subject to sub-clause 35.1.1 may be taken as it accrues.

35.2.3 Annual 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 annual leave accruing during a fixed term contract prior to the expiry of the contract. Annual leave taken in advance will be deducted from termination pay where the annual leave balance remains in debit.

35.3 Restrictions on Accruing Annual Leave

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

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

35.3.3 For all other staff, annual leave should not accrue beyond 40 days.

35.3.4 Subject to sub-clause 35.3.7, 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.

- 35.3.5** Subject to sub-clause 35.3.7, where a staff member has not reduced excess leave accruals in accordance with sub-clause 35.3.4, the delegate will provide the staff member with not less than 10 days written notice that annual 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.
- 35.3.6.** Additional annual leave which arises from the conversion of overtime will not be counted towards the maximum leave accrual.
- 35.3.7.** A staff member who accrues annual leave during absences of extended illness, or workers compensation leave, may be exempted from sub-clause 35.3.4.

35.4 Illness Whilst On Annual Leave

If a general staff member becomes ill during a period of annual leave and that illness is substantiated by a medical certificate, he or she may take that period as the Personal leave provided for in paragraph 36.2.1(a) and apply to have his or her annual leave entitlement re-credited for the period covered by the medical certificate accordingly.

35.5 Annual Leave Loading

- 35.5.1** A staff member is entitled to payment of an annual leave loading (ALL) equal to 17.5% of 20 days base salary, accruing on a fortnightly basis, except that:
 - 35.5.1(a)** the maximum ALL 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;
 - 35.5.1(b)** a staff member who continues to receive penalty rates, or an associated allowance, while on annual leave will not be eligible for ALL if his or her penalty rate, or allowance rate, is equivalent to, or exceeds, 17.5% of 20 days pay;
 - 35.5.1(c)** a staff member who continues to receive penalty rates, or an associated allowance, while on annual leave which is less than 17.5% will be eligible for payment of ALL equivalent to the difference between such rates and 17.5% of 20 days pay.
- 35.5.2** Accrued ALL will be paid in the second pay of each calendar year.
- 35.5.3** On termination, ALL credits will be paid out.

36. PERSONAL LEAVE

36.1 Entitlement

36.1.1 Subject to sub-clauses 36.1.3 and 36.1.4, a full time general staff member, employed pursuant to a fixed term or standard appointment is entitled to:

36.1.1(a) during the first three years of service, 20 days personal leave for each year of service; and

36.1.1(b) for each year of service after the third year of service, 25 days personal leave for each year of service.

36.1.2 Subject to sub-clauses 36.1.3 and 36.1.4, a full time academic staff member employed pursuant to a fixed term or standard appointment is entitled to 5 days personal leave for each year of service.

36.1.3 A staff member's Personal Leave will accrue and will be accessible as follows:

36.1.3(a) the first year's entitlement will be credited and accessible upon appointment;

36.1.3(b) the second year's entitlements will accrue throughout the first year and will be accessible upon the first anniversary of appointment;

36.1.3(c) subsequent years' entitlements will accrue and will be accessible in the same manner as in paragraph 36.1.3(b).

36.1.4 Upon appointment, a general staff member or academic staff member employed on a fixed term appointment of 6 months or less will be credited with 50% of the leave provided for in paragraph 36.1.1(a) or sub-clause 36.1.2 respectively.

36.1.5 A general staff member or an academic staff member who is employed part time pursuant to a fixed term or standard appointment will accrue the Personal Leave provided for in sub-clause 36.1.1 or sub-clause 36.1.2 respectively, on a pro rata basis.

36.1.6 Personal leave credits are cumulative.

36.2 What can Personal Leave be used for?

36.2.1 Personal leave can be used for:

36.2.1(a) in the case of a general staff member, leave to enable the staff member to recover from illness;

36.2.1(b) in the case of a general staff member who has responsibility for the care of an immediate family member who is ill, leave to provide care and support for that family member;

36.2.1(c) leave associated with the death of an immediate family member;

36.2.1(d) attending significant cultural events of relevance to the staff member;

36.2.1(e) other compassionate or appropriate grounds as determined by the delegate.

36.2.2 Applications for personal leave for the purposes of paragraphs 36.2.1 (a) or (b), in excess of 5 consecutive working days, must be accompanied by a medical certificate that states that, either:

36.2.2(a) the staff member is unfit for duty;

36.2.2(b) the staff member's immediate family member is unwell and the staff member is required to care for the unwell family member.

36.2.3 In addition to sub-clause 36.2.2 the delegate may require a staff member to provide a medical certificate for any absence if the delegate considers such a request is warranted.

36.2.4 Where reasonable circumstances exist, the delegate may approve a staff member taking part of his or her personal leave entitlement as additional days on a half pay basis.

36.2.5 A seriously ill staff member who has used all of his or her Personal Leave credits and who is suffering substantial hardship may apply to Director, Human Resources for assistance during his or her illness.

36.2.6 A staff member who is accepted, by a relevant superannuation fund, for temporary or permanent incapacity will have a notional sick leave balance calculated for the purposes of determining the commencement date for incapacity payment.

36.2.7 The notional sick leave accruals for the purpose of calculating the balance provided for in sub-clause 36.2.6 will be calculated on the basis of 15 days of sick leave for the first three completed years of continuous service with the University and 20 days of sick leave for each completed year of service thereafter.

36.3 Definition

For the purpose of this clause the term "immediate family member" means the staff member's:

36.3(a) spouse, including *de facto* and same sex partner;

36.3(b) child, including the child of the staff member's spouse;

36.3(c) parent, including parent of the staff member's spouse;

36.3(d) sibling;

36.3(e) grandparent; or

36.3(f) grandchild.

37. PARENTAL LEAVE

37.1 Types of Parental Leave

- 37.1.1** The aims of this clause are to enhance further the ability of University staff members to balance their work and non-work commitments, and to attract and retain female staff members.
- 37.1.2** Parental Leave is leave associated with the birth or adoption of a child. Parental leave includes the types of leave specified in sub-clauses 37.1.3, 37.1.4 and 37.1.5.
- 37.1.3** Parental Leave associated with the birth of a child, consisting of:
- 37.1.3(a)** maternity leave, which is available only to a staff member who is the child's birth mother;
 - 37.1.3(b)** primary care-giver leave, which is available to a staff member who is the child's primary care-giver and who is either the child's:
 - 37.1.3(b)(i)** birth mother; or
 - 37.1.3(b)(ii)** where both parents are University staff members, the birth mother's spouse.
 - 37.1.3(c)** Time release upon return to work, which is available only to a staff member who is the child's birth mother in circumstances where she has been the primary care-giver.
- 37.1.4** Adoption leave, which is available to a staff member who becomes the legal parent of a child and is the child's primary care-giver;
- 37.1.5** New birth/adoption leave, which is available to a staff member who is not the child's primary care-giver but who is:
- 37.1.5(i)** the spouse of the birth mother of a child; or
 - 37.1.5(ii)** is an adoptive parent of the child.

37.2 Definitions

For the purpose of this clause:

- 37.2.1** Subject to sub-clause 37.2.2, 'child' means a person to whom the staff member or the staff member's spouse has given birth and who is under the age of one year. 'Child' also means two or more children in circumstances where a multiple birth results from a single pregnancy.

- 37.2.2** For the purpose of sub-clause 37.4 ‘child’ means a person under the age of five years of age who has been legally adopted by a staff member and his or her spouse. ‘Child’ also means two or more children in circumstances where the staff member adopts two or more children at the same time.
- 37.2.3** The ‘parent’ of a child includes the child’s:
- 37.2.3(a)** birth mother;
 - 37.2.3(b)** birth mother’s spouse; and
 - 37.2.3(c)** a legally recognised adoptive parent.
- 37.2.4** ‘Primary care-giver’ means a child’s parent who has the dedicated responsibility for the day-to-day care of the child.
- 37.2.5** The ‘nominal commencement date’ for the purposes of determining eligibility of payment for parental leave in accordance with sub-clauses 37.3.2, 37.3.3, 37.3.6, 37.3.7, 37.4.3 and 37.4.4 will be:
- 37.2.5(a)** for maternity leave, six weeks prior to the expected date of birth of the child;
 - 37.2.5(b)** for paid primary care-giver leave, six weeks following the expected date of birth of the child;
 - 37.2.5(c)** for paid adoption leave, the notified date of placement of the child with the staff member.
- 37.2.6** ‘Nominal end date’ for the purposes of determining eligibility of payment for parental leave in accordance with sub-clauses 37.3.3, 37.3.7 and 37.4.4 will be:
- 37.2.6(a)** for maternity leave, six weeks after the expected date of birth of the child;
 - 37.2.6(b)** for paid primary care-giver leave, fourteen weeks following the expected date of birth of the child; and
 - 37.2.6(c)** for paid adoption leave, twenty weeks following the placement of the child with the staff member.
- 37.2.7** Subject to sub-clause 37.2.8, ‘spouse’ includes a current or former:
- 37.2.7(a)** husband or wife;
 - 37.2.7(b)** *de facto* spouse; or
 - 37.2.7(c)** same sex partner.
- 37.2.8** For the purpose of sub-clause 37.4 ‘spouse’ does not include a former husband or wife, a former *de facto* spouse or a former same sex partner.

37.2.9 'Time release' means the equivalent of up to one standard workday's time, per week, away from the workplace (pro rata for part time staff members) to be used to facilitate the birth mother's return to the workplace. In particular it can be used:

37.2.9(a) to assist the staff member in maintaining or re-establishing her career;

37.2.9(b) for facilitating care arrangements where appropriate; and/or

37.2.9(c) for breastfeeding.

37.3 Parental Leave in relation to the birth of a child

Paid Maternity leave - where the birth mother is a University staff member

37.3.1 Subject to sub-clauses 37.3.2 and 37.3.3, a staff member is entitled to 12 weeks' paid maternity leave to commence 6 weeks before the expected date of birth.

37.3.2 A staff member will be eligible for maternity leave if she:

37.3.2(a) is pregnant; and

37.3.2(b) is a standard or fixed term staff member; and

37.3.2(c) has been continuously employed by the University for 12 months or more at the nominal commencement date.

37.3.3 Sub-clause 37.3.2 applies, except if the staff member:

37.3.3(a) has been continuously employed by the University for less than 12 months at the nominal commencement date, she is entitled to be paid only for the period between completion of 12 months continuous service and the nominal end date.

37.3.3(b) has been granted leave without pay for more than 6 weeks and has taken at least 6 weeks of that leave without pay, she is not eligible for maternity leave until the end of the approved period of leave without pay. In such circumstances she is not eligible for pay for any part of the maternity leave which falls within the period of approved leave without pay; and

37.3.3(c) is a fixed term staff member, she is not entitled to maternity leave extending beyond the date on which her contract expires.

37.3.4 The staff member may delay the commencement of maternity leave if she has a medical certificate declaring that she is fit for duty. The period of delay must be consistent with the terms of the medical certificate.

Paid Primary Care-giver Leave – where the birth mother is a University staff member

37.3.5 Subject to sub-clauses 37.3.6 and 37.3.7, a staff member is entitled to 8 weeks' primary care-giver leave to be taken immediately following any maternity leave taken in relation to the child.

- 37.3.6** A staff member will be eligible for paid primary care-giver leave if:
- 37.3.6(a)** she is the birth mother of the child; or
 - 37.3.6(b)** he or she is the spouse of the birth mother who is a University staff member; and
 - 37.3.6(c)** he or she is a standard or fixed term staff member; and
 - 37.3.6(d)** he or she has been continuously employed by the University for 12 months or more at the nominal commencement date.
- 37.3.7** Sub-clause 37.3.6 applies except that where, at the nominal commencement date, the staff member has been continuously employed by the University for less than 12 months, the entitlement to paid primary care-giver leave will only be for the period between completion of 12 months continuous service and the nominal end date.
- 37.3.8** Subject to sub-clause 37.6.1, where both the birth mother and the birth mother's spouse are University staff members, they may share the primary care-giver leave.
- Un-paid Primary Care-giver Leave – where the birth mother is a University staff member*
- 37.3.9** Subject to sub-clauses 37.3.10 and 37.6.1, a staff member may take unpaid primary care-giver leave for any portion of the child's first year that has not been taken as any form of paid parental leave.
- 37.3.10** Sub-clause 37.3.9 applies where the staff member is:
- 37.3.10(a)** the birth mother of the child; or
 - 37.3.10(b)** the spouse of the birth mother who is a University staff member; and
 - 37.3.10(c)** a standard or fixed term staff member
- 37.3.11** Subject to sub-clause 37.6.1, where both the birth mother and the birth mother's spouse are University staff members, they may share the unpaid primary care-giver leave.
- Time release upon return to work*
- 37.3.12** Subject to sub-clause 37.3.13 a staff member will be entitled to time release for the period from her return to work until the end of the child's first year.
- 37.3.13** A staff member will be eligible for time release if:
- 37.3.13(a)** she is the birth mother of the child; and
 - 37.3.13(b)** she returns to work within one year of the birth of the child; and

37.3.13(c) she returns to full time work, or she returns to work of the same “full time equivalent” percentage that she worked prior to the maternity leave or prior to a reduction in hours as contemplated by sub-clause 37.8.1.

37.3.14 In the case of an academic staff member, such time release will be accommodated with access to the 52 day rule policy.

37.3.15 The staff member and her supervisor will agree to appropriate arrangements prior to, or on, the staff member’s return to work.

37.3.16 The arrangements should acknowledge the needs of the birth mother as well as the operational requirements of the work area.

37.3.17 The time release provided for in sub-clause 37.3.12 is not cumulative.

37.4 Parental Leave in relation to the adoption of a child

Paid Adoption leave

37.4.1 Subject to sub-clauses 37.4.3, 37.4.4 and 37.6.1, a staff member is entitled to 20 weeks’ paid adoption leave.

37.4.2 Adoption leave will normally commence on the date of placement of the child with the staff member. However, a staff member may seek approval for the leave to commence earlier in circumstances where preparations are needed that require the staff member to be absent from work prior to the date of placement.

37.4.3 A staff member will be eligible for paid adoption leave if:

37.4.3(a) the child is to be, or has been, placed with the staff member for adoption (i.e. the staff member is, or will be, the legally recognised adoptive parent of the child); and

37.4.3(b) as a result of the placement, the staff member will be the primary care-giver of the child; and

37.4.3(c) the staff member is a standard or fixed term staff member; and

37.4.3(d) at the proposed date of the placement the child will be, or is, under the age of 5 years; and

37.4.3(e) the child is not a child or step-child of the staff member or the staff member’s spouse; and

37.4.3(f) at the proposed date of placement the child had not previously lived with the staff member for a continuous period of 6 months or more; and

37.4.3(g) the staff member has been continuously employed by the University for twelve months or more at the nominal commencement date.

37.4.4 Sub-clause 37.4.3 applies except that where, at the nominal commencement date, the staff member has been continuously employed by the University for less than

12 months, the entitlement to paid adoption leave will only be for the period between completion of 12 months continuous service and the nominal end date.

- 37.4.5** Subject to sub-clause 37.6.1, where both the adoptive parents are University staff members, they may share the paid adoption leave provided for in sub-clause 37.4.1.

Unpaid Adoption leave

- 37.4.6** Subject to sub-clause 37.6.1, a staff member who is entitled to paid adoption leave may take unpaid adoption leave for any portion of the first year of placement of the child that has not been taken as paid parental leave.

- 37.4.7** Subject to sub-clause 37.6.1, where both the adoptive parents are University staff members, they may share the unpaid adoption leave provided for in sub-clause 37.4.6.

37.5 New birth/adoption leave

- 37.5.1** Subject to sub-clause 37.5.2, a staff member is entitled to two (2) week's unpaid leave to commence immediately after the birth, or placement, of the child.

- 37.5.2** A staff member will be entitled to unpaid new birth/adoption leave if he or she is:

37.5.2(a) the spouse of the birth mother of the child; or

37.5.2(b) one of two adoptive parents of the child; and

37.5.2(c) a fixed term or standard staff member; and

37.5.2(d) will not, during the two weeks leave, be the primary care-giver of the child.

37.6 Rules applying to the sharing of Primary Care-giver leave and Adoption Leave (where both parents are University staff members)

- 37.6.1** Sub-clauses 37.3.8, 37.3.11, 37.4.5 and 37.4.7 apply provided that:

37.6.1(a) the entitlement to primary care-giver's leave or adoption leave for one staff member is reduced by any period of primary care-giver's leave or adoption leave taken by the staff member's spouse in relation to the same child; and

37.6.1(b) a staff member cannot take any form of parental leave, except "New birth/adoption leave", at the same time as the staff member's spouse;

37.6.1(c) both staff members provide a statement to their respective Delegates outlining the period of leave applied for and taken by himself or herself and by his or her spouse; and

37.6.1(d) both staff members provide a declaration to their respective Delegates stating that, for the specific period in question, he or she will be the primary

care-giver of the child and that during that period the staff member's spouse is not taking any form of maternity or parental leave.

37.7 Applying for Parental Leave

Maternity Leave and Primary Care-giver Leave

37.7.1 An application for maternity leave and/or primary care-giver leave must be made not less than 10 weeks before the expected date of birth of the child. In circumstances where this is not reasonably practicable, application should be made as soon as possible.

37.7.2 The application must include:

37.7.2(a) a medical certificate stating the expected date of birth of the child; and

37.7.2(b) in the case of a spouse applying for parental leave, other than "New birth/adoption leave":

37.7.2(b)(i) a statement of the period of maternity and parental leave applied for and taken by the spouse (regardless of whether the staff member's spouse is, or is not, a University employee); and

37.7.2(b)(ii) a declaration that the staff member will be the primary care-giver for the period of leave and that, during that period, the staff member's spouse is not taking any form of maternity or parental leave from her employer (regardless of whether the staff member's spouse is, or is not, a University employee).

Adoption Leave

37.7.3 The staff member must apply for adoption leave as soon as possible after receiving notice of the adoption.

37.7.4 An application for adoption leave must include a statement from the adoption agency of the proposed date of placement of the child.

New Birth/Adoption Leave

37.7.5 An application for new birth/adoption leave must be lodged by the staff member not less than 4 weeks before the expected date of birth or placement of the child. Where this is not practicable, the application should be lodged as early as possible.

37.7.6 The application must include either:

37.7.6(a) a medical certificate stating the expected date of birth of the child; or

37.7.6(b) 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.

37.8 General Conditions applying to paid parental leave

Salary while on paid parental leave

- 37.8.1** Paid parental leave will be paid at the staff member's substantive salary. Where a birth mother 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.

Leave at half pay

- 37.8.2** As part of the University's flexible work practices, any paid leave, or part thereof, provided for by this clause can be taken for double the duration of the leave 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 paid leave at half pay will be on a pro rata basis subject to the rules of the superannuation fund.

Application for extension of leave

- 37.8.3** 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

- 37.8.4** Subject to clause 38, a staff member may take other forms of leave, for the purpose of caring for a newly born or adopted/placed child.

Return to work

- 37.8.5** A staff member may notify the University that she or he wishes to return to work, or the University may notify a staff member that she or he must return to work if:
- 37.8.5(a)** the staff member has commenced any form of parental leave; and
 - 37.8.5(b)** the pregnancy terminates without the birth of a living child, or the child later dies; or
 - 37.8.5(c)** the staff member ceases to be the primary care-giver to the child; or
 - 37.8.5(d)** there is other material change in the circumstances which led to the leave being approved.

- 37.8.6** If the staff member notifies the University that she or he wishes to return to work, the University will advise the staff member of the date on which the staff member may return to work. This date must be within 4 weeks from the date on which the notification was received.

- 37.8.7** If the University notifies the staff member that she or he must return to work, the University must specify the date of return. This date must not be less than 4 weeks after the notice is given. The staff member must return to work upon the specified date, except that the birth mother may remain on available maternity

leave for that period which a medical practitioner certifies to be necessary before her return to work.

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

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

37.8.8(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

37.8.8(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.

38. TAKING OTHER FORMS OF LEAVE IN RELATION TO THE BIRTH, ADOPTION OR GUARDIANSHIP OF A CHILD

38.1 Where the staff member is entitled to unpaid parental leave

38.1.1 Subject to clause 35, 39 and sub-clause 38.1.2, a staff member who is entitled to unpaid primary care-giver leave, unpaid adoption/guardianship leave and/or new birth/adoption leave (unpaid parental leave) may use his or her annual leave and/or long service leave entitlements instead of the unpaid parental leave.

38.1.2 Sub-clause 38.1.1 applies:

38.1.2(a) provided that the total amount of leave taken in relation to the birth or adoption/guardianship of the child does not exceed the total amount of leave available under clause 37; and

38.1.2(b) except that the staff member will not be required to provide the notice of intention to take annual leave or long service leave that may be required under clauses 35 or 39 respectively.

38.1.3 If a general staff member becomes ill during a period of unpaid parental leave, and that illness is substantiated by a medical certificate, the staff member may take that period as the Personal Leave provided for in paragraph 36.2.1(a).

38.2 Where the staff member is not entitled to any form of parental leave

38.2.1 Subject to clauses 35, 36 and 39 and sub-clauses 38.2.2 to 38.2.4, a fixed term or standard staff member may use the following types of leave in order to be the primary care-giver of a child:

38.2.1(a) leave without pay;

38.2.1(b) accrued annual leave;

38.2.1(c) accrued and accessible long service leave; and/or

38.2.1(d) accrued and accessible personal leave up to a maximum of two weeks.

38.2.2 Sub-clause 38.2.1 applies where the staff member is the child's primary caregiver and is:

38.2.2(a) the spouse of a birth mother where the birth mother is not a University staff member; or

38.2.2(b) the child's legal guardian, other than in circumstances where the staff member is the birth mother, the birth mother's spouse or the legally recognised adoptive parent.

38.2.3 In addition to sub-clause 38.2.2, paragraph 38.2.1(d) applies only where the leave **is taken within the child's first year.**

38.2.4 For the purpose of this clause a 'guardian' in relation to a child, includes:

38.2.4(a) a person having the custody of the child under an order of a court; and

38.2.4(b) a person who is the guardian of the child (whether to the exclusion of, or in addition to, a parent or other guardian) under a law of the ACT, the Commonwealth, a State or another Territory;

39. LONG SERVICE LEAVE

Accrual

39.1 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

39.2 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.

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

39.4 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:

39.4(a) the payment is made in association with the staff member taking a minimum of 4 weeks' annual or long service leave, or

39.4(b) the payment is made to assist in a career objective, requiring absence from the campus in excess of 3 weeks.

39.5 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:

39.5(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

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

39.6 A staff member may, subject to the operational requirements of the University, take extended leave on half pay (instead of a shorter period on full pay).

39.7 Subject to the conditions governing annual leave, a staff member may add to the period of absence on long service leave:

39.7(a) annual leave; and

39.7(b) a public holiday which falls within or adjoins the long service leave period.

39.8 A staff member who becomes ill during a period of long service leave, and that illness is substantiated by a medical certificate, may apply to have his or her long service leave entitlement re-credited for the period covered by the medical certificate where:

39.8(a) in the case of a general staff member, he or she takes the Personal Leave provided for in sub-clause 36.2.1(a); or

39.8(b) in the case of an academic staff member, he or she is considered to be on sick leave.

Part time employment

39.9 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

39.10 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.

39.11 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.

39.12 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.

39.13 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

39.14 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)
<ul style="list-style-type: none">• Retirement;• Redundancy;• Ceasing Employment on the grounds of ill health;• Expiry of a fixed term appointment in circumstances where the staff member would be entitled to severance pay in accordance with clause 76; or,• Death in service	4
Resignation, Dismissal	7

40. WAR SERVICE SICK LEAVE

40.1 A general 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.

40.2 An eligible staff member is entitled to:

40.2(a) a special credit of 9 weeks on commencement of duty; and

40.2(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.

41 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.

42 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 annual, long service leave, or accrued flex credits to which he or she is entitled, and retain the fee.

43. HOLIDAYS AND UNIVERSITY CLOSURE

43.1 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.

43.2 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.

43.3 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.

43.4 Where a staff member is on leave without pay and where a public holiday(s) and/or a period of University closure falls within the period of leave without pay, the staff member will be deemed to be on leave without pay for the public holiday(s) and/or University closure.

44. LEAVE WITHOUT PAY

The delegate may grant an application for leave without pay.

SECTION 5 – OTHER CONDITIONS

45. SPECIAL CONDITIONS FOR STAFF OF NARU, WARRAMUNGA SEISMIC ARRAY AND SIDING SPRING OBSERVATORY

45.1 District allowance

45.1.1 Subject to sub-clause 5.3, 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	572	1133
Northern Australia Research Unit, Darwin	1495	2746
Warramunga Seismic Array Unit, Tennant Creek	3375	5456

45.1.2 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.

45.1.3 The district allowance will be indexed in accordance with paragraph 24.2(b).

45.2 Leave fares assistance

45.2.1 Subject to sub-clauses 5.3 and 45.2.2, a standard or fixed term staff member who is required to work at:

45.2.1(a) the Northern Australia Research Unit, Darwin; or

45.2.1(b) the Warramunga Seismic Array Unit, Tennant Creek; and

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

45.2.2 A staff member appointed after 13 October 2000 will not be entitled to the leave airfares assistance specified in sub-clauses 45.2.3 and 45.2.4 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 45.1.2).

45.2.3 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 45.1.2).

45.2.4 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 45.1.2) in lieu of the provision in sub-clause 45.2.3.

46. INDIGENOUS AUSTRALIANS

46.1 The parties are committed to implementing the University’s Aboriginal and Torres Strait Islander Employment Strategy consistent with the operational needs of the University. The objectives of that strategy are to:

- 46.1(a)** maximise staff development along with the transfer of job skills and information in order to increase Aboriginal and Torres Strait Islander staff's knowledge, independence, remuneration, job security and self-sufficiency;
- 46.1(b)** encourage and foster the employment and participation of Aboriginal and Torres Strait Islanders at all levels of work activity within the University;
- 46.1(c)** facilitate and encourage the direct involvement of Aboriginal and Torres Strait Islander staff in determining career strategies, goals and objectives; and
- 46.1(d)** achieve, by 31 December 2012, an employment target of 2.2 per cent of the ANU workforce (currently 68 FTE approx.) of staff who identify as Aboriginal and/or Torres Strait Islander.

46.2 In pursuing these objectives the parties will:

- 46.2(a)** respect and consider the cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander Australians;
- 46.2(b)** support participation of Aboriginal and Torres Strait Islanders 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
- 46.2(c)** recognise that the general working environment requires the redress of past social injustice, exploitation and Indigenous employment inequities.
- 46.2(d)** establish an advisory network, which may include representatives of the ACT Aboriginal and Torres Strait Islander communities and University staff members, including those with human resources expertise, to:
 - 46.2(d)(i)** provide advice and ongoing support to the Aboriginal and Torres Strait Islander Employment Coordinator in relation to the objectives provided for in sub-clause 46.1; and,
 - 46.2(d)(ii)** assist the University in the development of employment initiatives.

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 FOUR – TRAINING AND DEVELOPMENT

48. CAREER AND PERFORMANCE DEVELOPMENT

48.1 Preamble

48.1.1 The University's Career and Performance Development Scheme (the "CPD Scheme") will help meet the principles outlined in sub-clause 48.2.

48.1.2 The parties acknowledge that different criteria exist for professional and academic performance, and different career planning mechanisms operate across the University. Accordingly, Deans and Directors are able to tailor the Scheme to suit the needs of staff in their areas.

48.2 Principles

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

48.2.1(a) establishing clear performance objectives;

48.2.1(b) providing appropriate training for staff development;

48.2.1(c) providing staff with career opportunities within the University through appropriate development; and

48.2.1(d) developing managers and supervisors to assist them in carrying out their leadership responsibilities effectively.

48.3 Scope

48.3.1 This clause will apply to all staff holding standard appointments, and academic and general staff holding fixed term appointments of 12 months or more.

48.3.2 The Scheme is not meant to replace regular feedback and discussion between the supervisor and the staff member about the staff member's performance or other workplace matters.

48.3.3 This clause does not deal with unsatisfactory performance processes (see Part Six, Section 3).

48.4 Aims and objectives

48.4.1 The principal aims of the Scheme will be to assist the staff member to:

48.4.1(a) establish and achieve agreed performance objectives;

48.4.1(b) establish a development plan;

48.4.1(c) acquire new skills, knowledge and experience; and

48.4.1(d) perform satisfactorily.

48.5 Performance Objectives

48.5.1 For all staff, performance objectives will have regard for the University's goals and objectives, and the relevant organisational unit's plans.

48.5.2 The work objectives for an academic staff member will take account of the Minimum Standards for Academic Levels (Schedule 1) applying to the staff member's position.

48.5.3 For an academic staff member holding a teaching and research appointment, the setting of work objectives will have particular regard to:

48.5.3(a) undergraduate and postgraduate teaching duties allocated in accordance with the organisational unit's priorities and processes;

48.5.3(b) contributions to the advancement or application of knowledge through research, scholarly writing, publication, creative work in the arts, professional practice and associated activities;

48.5.3(c) participation in the administration of the University or organisational unit; and

48.5.3(d) contribution to the relevant discipline through professional activity, continuing education or similar activity.

48.5.4 In the case of an academic staff member holding a research only appointment, the setting of performance objectives will have particular regard to their contributions to research, research management, scholarly writing, student supervision, administration, service to the University and, if appropriate, teaching.

48.6 Development Plan

48.6.1 Consistent with the short and long term priorities of the University and/or organisational unit within which the staff member is located, a plan will be developed to support the achievement of the performance objectives. The Development Plan will include training needs that take into account the career aspirations of the staff member within the University.

48.6.2 In the case of an academic staff member, the plan will also take account of the particular research and teaching interests of the staff member.

48.7 Operation

48.7.1 The CPD Scheme will involve meetings between a staff member and his or her supervisor to discuss and agree the staff member's performance objectives and

Development Plan. Such meetings will normally be held annually, subject to sub-clause 48.7.2.

- 48.7.2** A Dean or Director may tailor the CPD Scheme to provide for variations to the frequency of meetings to increase or decrease the frequency. Where a Dean or Director has tailored the Scheme, meetings will take place at least once every two years.
- 48.7.3** Feedback, which may be in writing, should be provided to the staff member about his or her performance against the agreed objectives for the preceding period. A staff member will have the opportunity to respond in writing to these comments. These comments, and any response, will be stored securely by the supervisor with other feedback records.
- 48.7.4** A record of the agreed performance objectives and Development Plan will be maintained confidentially by the supervisor and a copy provided to the staff member.
- 48.7.5** The supervisor may choose to provide separate written comments to the staff member to provide guidance for his or her work performance at any time.

49. STUDY COURSES FOR GENERAL STAFF

49.1 General staff other than trainees and apprentices

- 49.1.1** 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:
 - 49.1.1(a)** appropriate lectures are not available outside normal working hours;
 - 49.1.1(b)** subject to the requirements of the work area, the staff member may be required to make up any time taken in excess of 5 hours per week by work outside normal working hours; and
 - 49.1.1(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.
- 49.1.2** 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.
- 49.1.3** The delegate may approve reimbursement by the University of tuition fees for an approved course upon successful completion of the course.

49.1.4 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.

49.2 Trainee technical officer

49.2.1 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 the requirements of the work area, the staff member may be required to make up no more than 4 hours of that time by work outside normal working hours.

49.2.2 The University will:

49.2.2(a) pay a trainee technical officer's compulsory course fees, excluding fees for amenities, students unions and costs of text books and equipment; and

49.2.2(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.

49.2.3 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.

49.3 Trainees

49.3.1 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.

49.3.2 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.

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

49.3.4 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.

49.3.5 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.

49.4 Apprentices

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

50. OUTSIDE STUDIES PROGRAM – 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.

51. MULTI-SKILLING AND STAFF TRANSFER

51.1 The University may require a general staff member to carry out such duties as may be necessary, provided that:

51.1(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

51.1(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.

51.2 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.

51.2(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.

51.2(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.

51.2(c) Where the staff member is satisfied with the arrangements the transfer will proceed.

51.2(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.

51.3 The procedures set out in sub-clause 51.2 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.

51.4 There will be no impediments to redeployment of an academic or general staff member caused by a transfer of accrued entitlements liability to a receiving area.

52. GRADUATE RECRUITMENT AND DEVELOPMENT PROGRAM

52.1 The University will, from time to time, offer employment to higher education institution graduates under its Graduate Recruitment and Development Program (GRDP).

52.2 The GRDP will comprise an initial 12 month structured induction, training and development program including rotation to different work areas within the University or Division;

52.3 A GRDP participant will be appointed as a standard, general staff member. During the first 12 months of the GRDP, a participant will be paid the annual salary as listed in the following table:

Salary per annum	Prior to 20 November 2003	From 20 November 2003	From 18 November 2004	From 17 November 2005
\$	34,500	36,225	38,217	40,510

52.4 The 12 month period referred to in sub-clause 52.2 is the GRDP participant's probation period for the purpose of clause 18. A GRDP participant will be required to successfully complete this 12 month program prior to confirmation of his or her standard appointment.

52.5 Where the GRDP participant's appointment is confirmed he or she will be appointed to the ANU Officer 5 Step 3 salary level. Thereafter, the staff member will be eligible for incremental salary progression in accordance with clause 21.

52.6 Graduate recruitment undertaken outside of the GRDP will be undertaken in accordance with normal recruitment and appointment processes, rather than those outlined in this clause.

53. STUDENT INTERNSHIPS

53.1 Work areas within the University may introduce and/or maintain Student Internship Programs to provide career development opportunities for university students.

53.2 During the development of a Student Internship Program, the delegate will seek approval for the Program from the Director, Human Resources.

53.3 The University will ensure that:

53.3(a) students participating in the Program will be provided with a learning and development opportunity within a structured program of work; and

53.3(b) the focus of the Program to be undertaken is generally related to the student's field of study and will be of benefit to the University.

53.4 Appointments will be made on a general staff fixed term basis within the ANU Officer 3 salary level.

53.5 The probation period will be set in accordance with sub-clause 18.2, except that where the period of the fixed term appointment is for 10 to 12 months, a 3 month probation period will apply.

53.6 Student recruitment undertaken outside of the Student Internship Program will be undertaken in accordance with normal recruitment and appointment processes, rather than those outlined in this clause.

54. APPRENTICES AND TRAINEES

The parties agree that youth employment will be encouraged and that particular attention will be given to increasing employment of apprentices and trainees, in technical streams, to facilitate the retention and transfer of skills within the workforce.

PART FIVE – HEALTH AND SAFETY

55. 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.

56. UNIFORMS AND PROTECTIVE CLOTHING

56.1 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.

56.2 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.

57. AMENITIES

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

57.2 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.

58. FIRST AID

58.1 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 S4.9 of Schedule 4.

58.2 The University will provide:

58.2(a) a first aid kit in each organisational unit, which will be maintained by the first aid attendant; and

58.2(b) adequate sick room facilities.

PART SIX – STAFF RELATIONS

SECTION 1 – JOB SECURITY AND MANAGING CHANGE

59. JOB SECURITY

59.1 It is not the University's intention 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 61 of this Agreement. Where possible, any reductions in staffing as a result will be effected through natural attrition, voluntary separations, fixed term pre-retirement contracts, leave without pay, voluntary conversion to part time employment, long service leave, secondment or internal transfer.

59.2 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 outlined in sub-clause 59.1, have been exhausted. All redundancies will be subject to the provisions in clauses 62 and 63 of this Agreement.

60 CONTRACTING OF GENERAL STAFF SERVICES AND LABOUR

60.1 Intermittent use of contract labour

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.

60.2 Outsourcing

Any outsourcing proposal will be subject to the managing change provisions prescribed in clause 61 of this Agreement, 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.

60.3 Contracts

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

- 60.3(a)** complies with all relevant standards and legislation, including those relating to Occupational Health and Safety; and
- 60.3(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.

61. MANAGING CHANGE

61.1 Principle

61.1.1 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 consultation with the relevant party(ies) to the Agreement.

61.2 Preliminary Consideration of Change

61.2.1 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 the development of a specific change proposal. Such informal discussions or considerations do not invoke sub-clause 61.3.

61.2.2 When informal discussions lead to the development of a specific change proposal as envisaged in sub-clause 61.3.1, such discussions should involve all staff likely to be directly affected as soon as practicable. 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.

61.2.3 The formal change process provided for in sub-clause 61.3 will not apply where all staff members in a work area who are directly affected by a change proposal have been involved in consideration of the change under sub-clause 61.2.1 and those staff members agree with the proposed change. Under such circumstances the University will notify the relevant party(ies) of the proposed change and the fact that this sub-clause is being invoked.

61.2.4 If, following notification to the relevant party(ies) under clause 61.2.3, the University is advised that those staff members affected by the change proposal do not agree with the proposed change, then the formal change process under 61.3 will commence.

61.3 The Formal Change Process

61.3.1 Subject to sub-clause 61.2.3, 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:

61.3.1(a) relocation of a work area;

61.3.1(b) elimination of positions;

61.3.1(c) a change to hours of operation;

61.3.1(d) introduction of significant technological change; or

61.3.1(e) a significant change to work practices or impact on conditions, including change that would be likely to lead to changed responsibility levels.

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

- 61.3.2(a)** issue to directly affected staff and the relevant party(ies) 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;
- 61.3.2(b)** consult staff members who may be affected, and the relevant party(ies) about the change proposal;
- 61.3.2(c)** meet and confer with the relevant party(ies) 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; and
- 61.3.2(d)** allow union members to seek advice or assistance from his or her union at any time during the change process.

61.4 Consultation

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

- 61.4.1(a)** circulation of specific proposals for consideration;
- 61.4.1(b)** provision of opportunity for written responses or alternatives from affected staff and the relevant party(ies);
- 61.4.1(c)** meetings of staff and the relevant party(ies) to discuss and examine the change proposal and alternatives;
- 61.4.1(d)** provision of relevant information related to the proposed change; and
- 61.4.1(e)** may involve establishment of a working party or other processes arising from consultation with staff.

61.5 Change affecting one staff member

- 61.5.1** Where a proposed change affects one staff member only in relation to those circumstances described in sub-clause 61.3.1, and the proposal has not been the subject of consultation in accordance with sub-clause 61.3, the University will advise the affected staff member and the relevant party of the proposed change. Such advice will include relevant information related to the proposed change. The University will provide the staff member and a representative of the relevant party, if the staff member so chooses, with the opportunity to discuss the proposal.
- 61.5.2** Where a decision is taken to proceed with the proposal, nominees of the University will meet and confer with the staff member and a representative of the relevant party, if the staff member 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 2 – REDUNDANCY

62. GENERAL STAFF REDUNDANCY

62.1 Grounds for redundancy

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

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

62.2 Initial procedures

- 62.2.1** The University will act in accordance with the managing change provisions contained in clause 61 of this Agreement before notifying a staff member that his or her position has been declared redundant.
- 62.2.2** 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.

62.3 Notification of redundancy

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

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

62.4 Steps following notification

62.4.1 Following notification:

- 62.4.1(a)** where the staff member decides to seek voluntary redundancy, the University will give 6 weeks' formal notice that his or her employment is to be terminated and the staff member will receive a redundancy 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

62.4.1(b) where the staff member does not wish to seek voluntary redundancy, a 3 month redeployment period will commence.

Redeployment period

62.4.2 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 14.1 and 14.4 of this Agreement.

62.4.3 A staff member who has been redeployed to an alternative position will not relinquish his or her accrued entitlements and service continuity.

62.4.4 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 redundancy with a separation package consistent with paragraph 62.4.1(a).

62.4.5 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

62.4.6 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.

62.5 Payment on Termination

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

62.5(a) the staff member will be given 6 weeks' notice that his or her employment with the University is to be terminated; and

62.5(b) the staff member will be entitled to a redundancy 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.

62.6 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.

62.7 Use of personal leave

62.7.1 A staff member may apply to have the notice period and/or redeployment period extended if he or she has taken Personal leave provided for in sub-clause 36.2.2(a) during one or both of those periods. The notice period or redeployment period will be extended by the period of leave covered by the medical certificate, up to a maximum of:

62.7.1(a) 6 weeks for the notice period; and/or

62.7.1(b) 3 months for the redeployment period.

62.8 Appeal in relation to benefits payable

A staff member may seek review of any decision concerning the level and nature of redundancy payments, salary maintenance and other entitlements arising from redundancy through the grievance resolution procedure specified in clause 68.

63. ACADEMIC STAFF REDUNDANCY

63.1 Grounds for redundancy

63.1.1 The University may decide that the duties performed by a staff member are no longer required for reasons of an economic, technological, structural or similar nature. Such reasons may include:

63.1.1(a) a decrease in student load in any academic program or course or combination or mix of courses or subjects conducted on one or more campuses;

63.1.1(b) 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;

63.1.1(c) financial exigency within an organisational unit or cost centre; and/or

63.1.2(d) changes in technology or work methods.

63.2 Initial procedures

63.2.1 The University will act in accordance with the managing change provisions contained in clause 61 of this Agreement before notifying a staff member that his or her position has been declared redundant.

63.2.2 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.

63.3 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.

63.4 Notification of redundancy

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

63.4.1(a) his or her position is to be declared redundant and his or her employment may be terminated;

63.4.1(b) the reason for the redundancy; and

63.4.1(c) the time line for this action.

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

63.4.2(a) seek to be redeployed (sub-clause 63.7); and/or

63.4.2(b) request a review of the decision to declare his or her position redundant in accordance with sub-clause 63.6.

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

63.5 Transition Period

63.5.1 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 63.4.1 will enter into a Transition Period of 8 weeks.

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

63.5.2(a) reasonable outplacement support;

63.5.2(b) a reasonable amount of time without loss of pay to attend job interviews or other job search activities; and

63.5.2(c) where agreed by the University, a program of retraining.

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

63.6 Review

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 in accordance with clause 69.

63.7 Redeployment

63.7.1 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.

- 63.7.2** 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.
- 63.7.3** 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, pre-transfer salary will be maintained during the arrangement for a period of 12 months.
- 63.7.4** A staff member who has been redeployed to an alternative position, in accordance with 63.7.2 or 63.7.3, will not relinquish his or her accrued entitlements and service continuity.

63.8 Payment of Termination

- 63.8.1** At the end of the Transition Period, a staff member whose position has been declared redundant will be terminated by the University if:
- 63.8.1(a)** the staff member has not accepted a voluntary separation;
 - 63.8.1(b)** the staff member has not been redeployed; and
 - 63.8.1(c)** if requested, a review of the decision to declare the position redundant has not changed the decision.
- 63.8.2** A staff member who is to be terminated will have a period of additional entitlement in accordance with sub-clause 63.9 and will receive severance payment according to sub-clause 63.10.
- 63.8.3** 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.
- 63.8.4** Notice may be given within the Entitlement Period.

63.9 Entitlement Period

- 63.9.1** ‘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 63.8.3.
- 63.9.2** A staff member who is terminated 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.
- 63.9.3** 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.

63.10 Payments on termination

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

63.10.1(a) payment *in lieu* of any unexpired period of the 8 week Transition Period;

63.10.1(b) payment *in lieu* of any unexpired period of the 22 week Entitlement Period;

63.10.1 (c) payment of severance on the basis of 3 weeks' salary for every completed year of service to a maximum of 52 weeks; and

63.10.1 (d) payment of normal leave entitlements on termination of employment.

63.10.2 All payments under sub-clause 63.10.1 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 part time employment will receive payment based on the full time salary for his or her service up to the conversion to part time employment, and his or her payment from then on will be based on his or her part time salary for the remaining period.

63.10.3 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 redundancy.

63.10.4 A staff member may apply to have the Transition Period or Entitlement Period extended if he or she has been ill during one or both of those periods. The Transition Period or Entitlement Period will be extended by the period of sick leave covered by the medical certificate, up to a maximum of:

63.10.4(a) 8 weeks for the Transition Period; and/or

63.10.4(b) 22 weeks for the Entitlement Period.

SECTION 3 – MANAGING UNDERPERFORMANCE AND MISCONDUCT

64. APPLICATION

64.1 Depending on the circumstances of the case, the procedures in this Section may be varied. Nevertheless, the principles of procedural fairness will be applied to all underperformance and misconduct processes. The preferred outcome of underperformance or misconduct procedures is that a staff member will improve his or her performance and continue to contribute to the ongoing success of the University.

64.2 The procedures in this section apply to staff members holding confirmed, standard and fixed term appointments, other than senior management appointments made pursuant to sub-clause 5.3. Issues of underperformance or misconduct in relation to staff members within a probationary period will be dealt with under clause 18.

65. DEFINITIONS

65.1 In this section:

65.1(a) 'Disciplinary action' means:

- 65.1(a)(i) formal counselling of a staff member by an appropriate supervisor;
- 65.1(a)(ii) giving a staff member a written warning (including, where appropriate, a final warning);
- 65.1(a)(iii) censure of a staff member;
- 65.1(a)(iv) demotion of a staff member; or
- 65.1(a)(v) termination of a staff member's employment.

65.1(b) 'Misconduct' means dereliction of duty or wilful conduct that is unsatisfactory. In deciding whether conduct is in fact misconduct, decision makers and review committees will have regard to the University's Code of Conduct. Examples of behaviour which may be examined as possible misconduct include:

- 65.1(b) (i) conduct which is an impediment to the satisfactory performance of the work of the staff member or other staff members in the University;
- 65.1(b) (ii) failure to comply with a reasonable instruction given by a person in line management of the staff member;
- 65.1(b) (iii) bullying behaviour that may be reasonably perceived as harassing, intimidating, overbearing or physically or emotionally threatening, or other unsatisfactory conduct which breaches the Code of Conduct;
- 65.1(b) (iv) an action of the staff member which is prejudicial to the health or safety of other staff, students or members of the public;
- 65.1(b) (v) conduct of the staff member that results in a conviction, sentence or other order imposed by a court which restricts the activities of a staff member in a manner that constitutes an impediment to the staff member carrying out their duties.

65.1(c) 'Serious misconduct' means:

- 65.1(c)(i) recurrence or continuation of conduct which has been previously found to be misconduct on the part of the staff member; or
- 65.1(c)(ii) serious misbehaviour, which may be a single occurrence, of a kind which constitutes: a serious impediment to the carrying out

of a staff member's duties, or to other staff carrying out their duties; a serious risk to the safety of staff, students or visitors to the University; a serious risk to the University's property; serious misconduct in research; a serious dereliction of duties; or, a conviction by a court of an offence which constitutes a serious impediment to the carrying out of the duties. Behaviour that constitutes serious misconduct can take many forms but could include serious and/or persistent harassment or bullying, or a criminal offence such as theft, fraud or assault.

- 65.1(d)** 'Authorised Person' means the Director, Dean, Head of Department or Centre or equivalent in the work area who has responsibility for staffing matters in the work area, and may include any officer carrying delegation under the appropriate policy. Nothing prohibits the Authorised Person from dealing with a matter under this section solely on the basis that the Authorised Person is also the Delegate.
- 65.1(e)** 'Deputy Vice-Chancellor' means a Deputy Vice-Chancellor, Executive Director, or other person recognised by the Vice-Chancellor as holding an equivalent position. Nothing prohibits the Deputy Vice-Chancellor from dealing with a matter under this section solely on the basis that the Deputy Vice-Chancellor is also the Authorised Person.
- 65.1(f)** 'Delegate' means a person who has responsibility for incremental salary progression in accordance with clause 21.
- 65.1(g)** 'Underperformance' means failure to meet the performance standards of the position.

66 MANAGING UNDERPERFORMANCE

- 66.1** A staff member may seek procedural advice from Human Resources at any time during the managing underperformance process.
- 66.2** Where a supervisor is of the view that a staff member's performance requires improvement, the supervisor will, initially, attempt to deal with the matter informally. At a minimum, this will include ensuring that the staff member is aware of:
 - 66.2(a)** the performance standards required;
 - 66.2(b)** the perceived deficiencies in performance; and
 - 66.2(c)** appropriate, objective criteria against which future performance will be assessed (which may take the form of an agreed improvement plan).
- 66.3** Where the reasons for underperformance do not relate to the staff member's competency and commitment to meet the performance standards (for example, ill health) the matter may not be dealt with as underperformance.

Formal Underperformance Procedures

66.4 Where, after the supervisor has attempted to resolve the matter informally, the staff member does not demonstrate satisfactory performance, the supervisor will inform the staff member, and Human Resources, in writing, that formal underperformance procedures will commence. The staff member will be advised of:

66.4(a) the performance standards required;

66.4(b) the perceived deficiencies in performance;

66.4(c) his or her failure to meet the objectives of the improvement plan; and

66.4(d) the formal action to be taken to manage the ongoing underperformance.

66.5 The staff member will have 5 working days to respond, in writing, to the supervisor's concerns.

66.6 If, having considered the response by the staff member referred to in sub-clause 66.5, the supervisor's concerns are addressed, the supervisor will inform the staff member, in writing, that the matter is closed and that there will be no further action.

66.7 If, having considered the response by the staff member referred to in sub-clause 66.5, the supervisor remains concerned about the staff member's performance, the supervisor will:

66.7(a) provide the necessary guidance, assistance, training or counselling which would reasonably enable the staff member to meet the appropriate performance standards through the development of a Performance Agreement; and

66.7(b) if the staff member would, except for the underperformance, be eligible for an increment in accordance with clause 21, inform the staff member, in writing, that payment of the increment will only occur after performance has improved to the standard required.

Performance Agreement

66.8 A Performance Agreement will be drawn up between the supervisor and the staff member. If the staff member so requests, his or her support person may be present. If either the staff member or the supervisor so requests, an officer of the Human Resources Division may be present to act as a facilitator. The Performance Agreement will:

66.8(a) specify the required performance, including performance standards;

66.8(b) clearly define the problem;

66.8(c) set out the actions to be taken by both the staff member and the supervisor to correct the problem;

66.8(d) state the length of the period for which the staff member's performance will be closely monitored. The timeframe will not normally be less than one month but may be up to 12 months in positions where it is unreasonable to

have a lesser period. Where the timeframe cannot be agreed between the staff member and the supervisor, the supervisor's supervisor will assess the circumstances and determine a reasonable timeframe;

66.8(e) where relevant, include the staff member's commitment to a program of training or counselling and the supervisor's commitment to provide, or release the staff member to attend, such training or counselling;

66.8(f) specify dates for regular review meetings, noting that written reports will be made of these meetings; and

66.8(g) include a statement that any deliberate breach of any of the requirements of the Performance Agreement may lead to an initiation of sub-clause 66.19.

66.9 The staff member and the supervisor will sign the agreement. The staff member may make written comment for attachment to the Performance Agreement.

66.10 The Performance Agreement will be placed on a confidential file.

66.11 The supervisor should meet regularly with the staff member during the timeframe specified in paragraph 66.8(d).

66.12 If, at the end of the period specified in paragraph 66.8(d) or at a time within the period chosen by the supervisor, the supervisor assesses that the staff member's performance has improved to the required performance level, the supervisor will advise the staff member and Human Resources in writing that:

66.12(a) the required performance level has been attained and that the formal underperformance procedures will cease; and

66.12(b) if the staff member would have been eligible for an increment, that payment of the increment will be recommended to the Delegate to be paid from the date that the performance was deemed satisfactory.

66.13 If, following the procedures of sub-clauses 66.4 to 66.12, the Delegate is of the view that the performance is satisfactory, he or she will approve the payment of the increment.

66.14 If, at the end of the period specified in paragraph 66.8(d) the supervisor assesses that the staff member has not met the performance standards, the supervisor will advise the staff member and the Director, Human Resources in writing of the deficiencies in performance, and that disciplinary action under 65.1(a) will be considered, and make a recommendation to the Authorised Person.

66.15 If the Authorised Person is of the view that, following the procedures of sub-clauses 66.4 to 66.11, the performance remains unsatisfactory, he or she will report, in writing, to the Deputy Vice-Chancellor.

66.16 Upon receipt of the Authorised Person's report, 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 enable the staff member to meet the required performance standards.

66.17 At any time during the process the Deputy Vice-Chancellor may refer the matter back to the supervisor or Authorised Person to ensure that the steps referred to in sub-clauses 66.2 to 66.11 are complied with in a manner appropriate to the circumstances.

66.18 Upon being satisfied concerning the matters raised in sub-clause 66.16, the Deputy Vice-Chancellor will advise the staff member of what action he or she intends to take. The staff member will have 5 working days to submit a written response to the Deputy Vice-Chancellor.

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

66.19(a) take no further action;

66.19(b) if the appointment is a standard appointment, take any of the disciplinary actions provided for in paragraph 65.1(a); or

66.19(c) if the appointment is a fixed term appointment, take any of the disciplinary actions provided for in paragraphs 65.1(a)(i) to (iv).

66.20 The Deputy Vice-Chancellor will advise the staff member in writing of any decision made in accordance with sub-clause 66.19, and such a decision will take effect no earlier than 5 working days from the date of the advice.

66.21 If the Deputy Vice-Chancellor's decision is that the employment should be terminated, the staff member will be given notice of termination in accordance with clause 74.

66.22 A staff member may, in accordance with clause 69, seek a review of a decision made under this clause.

67. MANAGING MISCONDUCT AND SERIOUS MISCONDUCT

67.1 Misconduct

67.1.1 Where a supervisor is aware of conduct by a staff member that may constitute misconduct, the supervisor will, initially, attempt to deal with the matter informally. At a minimum this will include meeting with the staff member to discuss his or her conduct. The supervisor will, at this meeting:

67.1.1(a) ensure that the staff member is aware of the expected conduct required within the University;

67.1.1(b) inform the staff member of the alleged inappropriate behaviour which may constitute misconduct; and

67.1.1(c) give the staff member an opportunity to respond to the supervisor's concerns.

67.1.2 The supervisor and staff member will discuss reasons for the alleged inappropriate behaviour and, if necessary the supervisor should seek, in the first instance, to improve the staff member's conduct through reasonable guidance, counselling or other appropriate action (which may include an agreed improvement plan).

Formal Misconduct Procedures

67.1.3 Where, following sub-clauses 67.1.1 and 67.1.2, the staff member does not demonstrate appropriate conduct, the supervisor, will inform the staff member and the delegate, in writing, that formal misconduct procedures will be considered. The staff member will be advised of:

67.1.3(a) the required standard of conduct;

67.1.3(b) the alleged misconduct; and

67.1.3(c) where an improvement plan was in place in accordance with sub-clause 67.1.2, his or her failure to meet the objectives of the improvement plan.

67.1.4 The delegate will examine the allegations and will determine whether there has been misconduct.

67.1.5 If the delegate determines that there has been no misconduct, he or she will inform the staff member and the supervisor that the matter is closed.

67.1.6 If the delegate determines that there has been misconduct, he or she will direct that the supervisor undertake the steps outlined in sub-clause 67.1.7 or, if it is serious, refer the allegation to the Authorised Person in accordance with sub-clause 67.2.

67.1.7 In accordance with 67.1.6, the supervisor will:

67.1.7(a) caution the staff member that failure to meet the required standard of conduct may lead to the initiation of the Serious Misconduct procedures;

67.1.7(b) inform the staff member that he or she may seek assistance from his or her union, an appropriate support person or the Adviser to Staff; and

67.1.7(c) develop a Conduct Agreement in accordance with sub-clauses 67.1.8 to 67.1.12.

Conduct Agreement

67.1.8 A Conduct Agreement will be drawn up between the supervisor and the staff member. If the staff member so requests, his or her support person may be present. If either the staff member or the supervisor so requests, an officer of the Human Resources Division may be present to act as a facilitator.

67.1.9 A Conduct Agreement will normally not be for a period longer than 6 months. The period may be extended by any periods of approved leave taken by the staff member.

- 67.1.10** The Conduct Agreement will:
- 67.1.10(a)** specify the required conduct;
 - 67.1.10(b)** clearly define the problem;
 - 67.1.10(c)** set out the actions to be taken by both the staff member and the supervisor to correct the problem;
 - 67.1.10(d)** state the length of the period for which the staff member's conduct will be closely monitored;
 - 67.1.10(e)** where relevant, include the staff member's commitment to a program of training or counselling and the supervisor's commitment to provide, or release the staff member to attend such training or counselling;
 - 67.1.10(f)** specify dates for regular review meetings, noting that written reports will be made of these meetings; and
 - 67.1.10(g)** include a statement that any deliberate breach of any of the requirements of the Conduct Agreement may lead to an initiation of sub-clause 67.2.
- 67.1.11** The staff member and the supervisor will sign the agreement. The staff member may make written comment for attachment to the Conduct Agreement.
- 67.1.12** The documentation generated under the agreement will be placed on a confidential file.
- 67.1.13** Where the conduct of the staff member has improved to the required level, he or she will be advised that formal procedures will cease.
- 67.1.14** An allegation of misconduct may be referred to the Authorised Person for consideration as Serious Misconduct, if:
- 67.1.14(a)** the staff member refuses to enter into a Conduct Agreement; or
 - 67.1.14(b)** the staff member refuses to follow the Conduct Agreement; or
 - 67.1.14(c)** misconduct continues or recurs.
- 67.1.15** Where a matter that may involve misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clause 66, those procedures will be deemed appropriate and the procedures of this clause will not be required.

67.2 Serious Misconduct

- 67.2.1** Where the steps in sub-clause 67.1 have been unsuccessful or are inappropriate owing to the serious nature of the allegation(s), the supervisor will report to the Authorised Person in writing, detailing the allegation(s) of serious misconduct against the staff member.

- 67.2.2** Upon receipt of the Supervisor’s report referred to in sub-clause 67.2.1, or in cases where an allegation of serious misconduct is brought direct to the Authorised Person, the Authorised Person will firstly satisfy himself or herself that there are sufficient grounds for considering that serious misconduct may have occurred.
- 67.2.3** If satisfied on the matters in sub-clause 67.2.2, the Authorised Person will report in writing to the Deputy Vice-Chancellor.
- 67.2.4** Where an allegation of serious misconduct is brought directly to the Deputy Vice-Chancellor, he or she may initiate action under this clause.
- 67.2.5** The Deputy Vice-Chancellor will:
- 67.2.5(a)** inform the staff member of the receipt of the allegation;
 - 67.2.5(b)** outline the nature of the allegation(s) (this may be done by providing the staff member with the Authorised Person’s report); and
 - 67.2.5(c)** inform the staff member that he or she has 5 working days from receipt of the allegation to submit a written response.
- 67.2.6** Where the staff member is absent without prior authorisation and cannot be contacted by the Deputy Vice-Chancellor, the Deputy Vice-Chancellor will use his or her best endeavours to contact the staff member based on information available to the University, and will ensure that notification in accordance with sub-clause 67.2.5 is directed to the staff member’s last known address.
- 67.2.7** The Deputy Vice-Chancellor may appoint an investigation officer to investigate the allegation at any point during his or her review of the allegation.
- 67.2.8** The staff member’s response at paragraph 67.2.5(c) may be submitted directly by the staff member to the Deputy Vice-Chancellor or may be submitted through the staff member's representative.
- 67.2.9** After 6 working days from the date of notification to the staff member in accordance with sub-clauses 67.2.5 and 67.2.6, the Deputy Vice-Chancellor will:
- 67.2.9(a)** decide that there is no case of serious misconduct to answer and either:
 - 67.2.9(a)(i)** inform the staff member and the supervisor that the matter is closed and there will be no further action; or
 - 67.2.9(a)(ii)** if the finding is misconduct or underperformance, take any action specified in paragraphs 65.1(a)(i) to (iv); or
 - 67.2.9(a)(iii)** identify appropriate action outside of the misconduct provisions;
 - 67.2.9(b)** decide that there is case of serious misconduct and take any of the actions specified in paragraph 65.1(a).

- 67.2.10** If the chosen disciplinary action is termination of employment, the staff member will be given a notice of termination of employment in accordance with clause 74.
- 67.2.11** A staff member may, in accordance with clause 69, seek a review of a decision made under this clause.
- Suspension***
- 67.2.12** The Deputy Vice-Chancellor may, at any time while the procedures in this clause are in progress, suspend a staff member with pay.
- 67.2.13** The Deputy Vice-Chancellor may, at any time while the procedures in this clause are in progress, suspend a staff member without pay if:
- 67.2.13(a)** the alleged misconduct is of a nature that causes imminent and serious risk to the health or safety of a person; and/or
 - 67.2.13(b)** the staff member's continued presence on campus otherwise presents a serious risk to the University, its staff and/or students.
- 67.2.14** Where suspension without pay occurs, the staff member may draw on accrued annual leave or long service leave entitlements. Any lost salary and other entitlements will be reimbursed if it is ultimately determined that the allegation is dismissed.
- 67.2.15** A staff member who has been suspended must not attend the campus of the University without prior approval from the Deputy Vice-Chancellor.
- 67.2.16** Providing that the Deputy Vice-Chancellor is satisfied that the behaviour of the staff member is not likely to be of a nature described in sub-clauses 67.2.13(a) or (b), the Deputy Vice-Chancellor will, on application by the staff member, give permission for a staff member to attend a specific part of the campus for approved purposes.

SECTION 4 – GRIEVANCES AND REVIEWS

68 GRIEVANCE RESOLUTION

- 68.1** Subject to sub-clause 68.5.8, a staff member who feels aggrieved about a matter associated with his or her employment conditions is expected to raise the issue(s) of concern with his or her supervisor as soon as the issue(s) arise(s).
- 68.2** The supervisor must initiate discussions with the staff member within two working days of receiving the grievance. The aims of such discussions are to:
- 68.2(a)** determine whether a genuine grievance exists;
 - 68.2(b)** gather information as required to assist with the resolution of the grievance; and

68.2(c) resolve the grievance or arrange mediation or conciliation to attempt to resolve the grievance.

68.3 A staff member who feels aggrieved about a matter associated with his or her employment conditions, and who feels that the matter has not been resolved by reference to sub-clauses 68.1 and 68.2, may initiate a formal grievance under the following provisions of this clause.

68.4 Formal Grievances

68.4.1 Notification of a formal grievance must be lodged, in writing, with the Director, Human Resources (DHR). The notification must outline:

68.4.1(a) the details of the grievance;

68.4.1(b) the efforts taken to resolve the grievance; and

68.4.1(c) the desired outcome/resolution.

68.4.2 The DHR (or nominee) will, within 10 working days of receipt of the grievance, undertake a preliminary investigation into the substance of the grievance in order to determine whether there is, prima facie, a genuine grievance and ascertain the nature of the grievance.

68.4.3 If the DHR (or nominee) has found that there is not, prima facie, a grievance, he or she will notify the staff member and any other relevant staff members. This may include the staff member's supervisor or any person whose behaviour was the subject of the grievance.

68.4.4 If the DHR (or nominee) has found that there is, prima facie, a grievance, he or she must appoint an appropriate person to act as the Grievance Resolution Officer (GRO).

68.4.5 A person will be appropriate to act as the Grievance Resolution Officer if:

68.4.5(a) the person's skills, expertise and/or knowledge are relevant to the nature of the grievance;

68.4.5(b) there is no conflict of interest; and

68.4.5(c) the staff member agrees that the person act as the Grievance Resolution Officer.

Such a person may be a staff member or a professional, external to the University.

68.4.6 The aggrieved staff member must not unreasonably refuse the appointment of a Grievance Resolution Officer. If, after reasonable attempts to find an agreed Grievance Resolution Officer, the staff member continues to refuse an appointment, the DHR (or nominee) may appoint a GRO of his or her choosing.

- 68.4.7** The Grievance Resolution Officer must investigate the matter and must attempt to facilitate a fair and reasonable conclusion to the grievance as quickly as possible. The GRO 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.
- 68.4.8** If the grievance is not resolved within a reasonable time (not usually longer than 10 working days), the Grievance Resolution Officer must provide a written report to the DHR and provide a copy to the staff member.
- 68.4.9** The DHR (or nominee) must make a decision on the grievance having due regard for the report of the Grievance Resolution Officer. The DHR or nominee may seek advice as he or she considers appropriate to assist in the making of the decision.
- 68.4.10** The DHR (or nominee) shall advise the aggrieved staff member and other relevant parties of the decision.

68.5 Principles of Grievance Resolution

- 68.5.1** This clause does not apply to:
- 68.5.1(a)** matters that are referable to clause 69; or
 - 68.5.1(b)** matters for which the University has a specific grievance or appropriate review process to deal with the issue; or
 - 68.5.1(c)** matters that are already being dealt with under any University grievance or review procedure.
- 68.5.2** Grievances should be made in good faith and without frivolous, malicious or vexatious intent.
- 68.5.3** Wherever possible, grievances will be resolved by informal means as close as possible to the source of the grievance.
- 68.5.4** Any investigation of a grievance will be carried out in accordance with these principles:
- 68.5.4(a)** all parties to a grievance will have the right to be heard;
 - 68.5.4(b)** where a grievance is in relation to another staff member's behaviour, a respondent (i.e. the person complained about) to a grievance must be specifically informed of all allegations in relation to his or her behaviour;
 - 68.5.4(c)** investigations into the grievance must be undertaken thoroughly and justly;
 - 68.5.4(d)** a person investigating a grievance under this clause will have access to all relevant documentation;

- 68.5.4(e)** only information relevant to the grievance under consideration will be taken into account;
- 68.5.4(f)** any recommendations made in relation to the grievance will address the grievance alone, unless it becomes evident that the grievance arises from an underlying source; and
- 68.5.4(g)** where it becomes evident that the grievance arises from an underlying source, the recommendations may include an appropriate procedure for dealing with the underlying source.
- 68.5.5** Outcomes or resolutions desired by the staff member (as referred to in paragraph 68.4.1(c)) must be reasonable and deliverable.
- 68.5.6** The parties agree that, while these grievance procedures are being implemented:

 - 68.5.6(a)** work shall continue according to custom and practice; and
 - 68.5.6(b)** no further action, in relation to the matter, will be taken that would prejudice or disadvantage the aggrieved staff member.
- 68.5.7** A staff member may seek assistance from a representative or a colleague at any stage of the grievance process; and may be accompanied by a representative or a colleague at any stage of the grievance process.
- 68.5.8** In circumstances where the grievance relates to the behaviour of a person holding a position prescribed in this clause, and the staff member considers it inappropriate to discuss the grievance with that person, the staff member may initiate the grievance with the person at the next level of supervision.
- 68.5.9** Resolutions reached through the grievance process will not constitute precedent.
- 68.5.10** A person who lodges a grievance will not be treated unfairly or victimised because of the grievance nor will anyone dealing with the grievance be coerced or intimidated in any way.
- 68.5.11** Circumstances may arise which require a matter commenced under this clause to be dealt with under the provisions of Part 6 Section 3. If this is the case, action commenced under the grievance process shall be suspended pending the conclusion of the disciplinary proceedings.
- 68.5.12** The union parties to this Agreement will urge their members to exhaust these procedures prior to referring a grievance to formal, external industrial or legal processes.
- 68.5.13** Where a staff member refers a grievance to a formal, external industrial or legal process, the staff member will no longer have access to these grievance procedures for that particular matter.
- 68.5.14** A person may withdraw a grievance at any stage of the process. If a grievance is withdrawn, the matter will be deemed to be closed.

69. REVIEW OF DECISIONS

69.1 Application

69.1.1 This clause sets out the procedures, terms of reference and composition of committees for the review of decisions relating to:

- 69.1.1(a)** termination of employment for reasons of underperformance, serious misconduct or redundancy;
- 69.1.1(b)** demotion;
- 69.1.1(c)** disciplinary action other than termination of employment or demotion;
- 69.1.1(d)** withholding of an increment for reasons of underperformance;
- 69.1.1(e)** annulment of a probationary appointment;
- 69.1.1(f)** refusal to convert a casual appointment to a non-casual appointment; and
- 69.1.1(g)** other circumstances as determined from time to time by the policies of the University.

69.1.2 Reviews of decisions relating to clause 78 will be dealt with under sub-clause 78.12.

69.2 Procedure

69.2.1 A staff member may apply for a review of a decision listed in sub-clause 69.1.1.

69.2.2 The application for review must:

- 69.2.2(a)** be made in writing;
- 69.2.2(b)** be lodged with the Deputy Vice-Chancellor's office;
- 69.2.2(c)** be lodged within 5 working days of the date of notification of the decision; and
- 69.2.2(d)** outline the reasons for seeking the review in relation to sub-clause 69.5.

69.2.3 Reviews conducted in accordance with this clause will follow general natural justice principles.

69.2.4 Upon receipt of an application for review of a decision relating to paragraphs 69.1.1 (c), (d), (e), (f) or (g) the Deputy Vice-Chancellor, or a person appointed by the Deputy Vice-Chancellor, will either:

- 69.2.4(a)** within 10 working days, assess the application in accordance with sub-clause 69.5 and make a determination in accordance with sub-clause 69.3; or
 - 69.2.4(b)** if the complexity of the matter or a possible conflict of interest so warrants, refer the review to a Review Committee in accordance with sub-clause 69.2.6.
- 69.2.5** Upon receipt of an application for review of a decision relating to paragraphs 69.1.1(a) or (b), the Deputy Vice-Chancellor or a person appointed by the Deputy Vice-Chancellor will, within 5 working days, establish a Review Committee and will refer the application to the Review Committee Chair. The composition of the Review Committee will be in accordance with sub-clause 69.4.
- 69.2.6** The Review Committee will, within 15 working days of the matter being referred to the Review Committee Chair:
- 69.2.6(a)** convene;
 - 69.2.6(b)** review the decision in accordance with sub-clause 69.5; and
 - 69.2.6(c)** report to the Vice-Chancellor, or a person appointed by the Vice-Chancellor, in writing, outlining its findings in accordance with sub-clause 69.5.1 and provide a copy of the report to the staff member.
- 69.2.7** The Vice-Chancellor (or nominee) may grant an extension of time if asked by the Review Committee Chair. Where the Vice-Chancellor declines such a request, the Review Committee will have 5 working days from the receipt of such advice to conclude its deliberations and report to the Vice-Chancellor.
- 69.2.8** Upon receipt and consideration of the report outlined at paragraph 69.2.6(c), the Vice-Chancellor (or nominee) will assess the application in accordance with sub-clause 69.5 and will make a determination in accordance with sub-clause 69.3.

69.3 Outcome of Review

- 69.3.1** The decision maker [either the Vice-Chancellor (or nominee) or the Deputy Vice-Chancellor (or nominee) in accordance with sub-clauses 69.2.4 or 69.2.8, respectively] will, within 5 working days, determine whether:
- 69.3.1(a)** the original decision stands, and the application is dismissed; or
 - 69.3.1(b)** the original decision making process was procedurally incorrect, and refer the matter back to the appropriate step within the original decision making process for reconsideration in accordance with the findings; or
 - 69.3.1(c)** the proposed disciplinary action is not appropriate to the original finding, and reassess the disciplinary action including substituting a fresh decision; or
 - 69.3.1(d)** uphold the application and quash the original decision.

- 69.3.2** The decision maker must inform the staff member and any relevant supervisors of the decision.
- 69.3.3** If the decision maker decides in accordance with paragraph 69.3.1(a) and the decision in question relates to a termination of employment, the staff member will be allowed the balance of any notice period that was not taken between the initial notification of termination of employment and the outcome of the review.
- 69.3.4** If the decision maker decides in accordance with paragraph 69.3.1(c), the decision maker must notify the staff member, and any relevant supervisors, of the disciplinary action to be imposed.
- 69.3.5** If the decision maker decides in accordance with paragraph 69.3.1(d), the University will make any necessary arrangements to ensure that the staff member will receive all remuneration and entitlements that had not been received as a result of the investigation process.

69.4 Review Committee composition

- 69.4.1** 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.
- 69.4.2** Where the relevant union declines to nominate a member of the Review Committee within 5 working days of a request to do so, the University will nominate a staff member *in lieu* of a union nominee.
- 69.4.3** Staff nominated for Review Committees will be allowed necessary time away from their normal duties to ensure that the review process is conducted within the prescribed time lines.

69.5 Terms of Reference and Principles of Review

- 69.5.1** The terms of reference for a review will, in all cases, be the consideration of whether:
- 69.5.1(a)** there is sufficient evidence to support the original finding and/or decision;
 - 69.5.1(b)** the University has complied with the relevant clauses and provisions applying to the original decision;
 - 69.5.1(c)** the proposed disciplinary action is in proportion to the findings of the original decision making process; and
 - 69.5.1(d)** discrimination or victimisation influenced the original decision making process.
- 69.5.2** If a staff member is seeking review of a decision relating to termination of employment for reasons of redundancy, the Review Committee will also consider

whether the University used fair and objective criteria to determine which position(s) was/were declared redundant.

69.5.3 A review will be conducted within the Terms of Reference provided for in sub-clause 69.5.1, consistent with the principle of “a fair go all round”, and will:

69.5.3(a) allow the staff member and/or the Vice-Chancellor (or nominee), if they so wish, to be assisted by an agent of their choice. The agent must not be a currently practising solicitor or barrister or a member of the Review Committee;

69.5.3(b) provide the staff member and/or agent and the original decision maker with the opportunity to make written and oral submissions and present evidence;

69.5.3(c) allow the staff member and/or agent and the original decision maker to see all documentation provided to the Committee, provided that where information has been given in confidence, that confidence is respected; and

69.5.3(d) if the Committee believes that discrimination or victimisation may have influenced the original decision, seek and take into account any further material it believes appropriate.

69.5.4 Where the Committee receives an oral submission in accordance with paragraph 69.5.3(b) or where the Committee seeks further material or submissions (either written or oral) in accordance with paragraph 69.5.3(d), the staff member and/or agent and the decision maker and/or agent will be provided with an opportunity to:

69.5.4(a) hear all such oral submissions;

69.5.4(b) respond to any such further material or submissions; and

69.5.4(c) ask questions of any person who was interviewed by the Committee.

70. DISPUTE AVOIDANCE AND SETTLEMENT

70.1 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.

70.2 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.

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

70.3(a) work continues in the normal manner, except where a bona fide safety issue exists;

- 70.3(b)** no industrial action will be taken by the University or the union(s); and
- 70.3(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.

70.4 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.

70.5 Internal dispute settling procedure

- 70.5.1** The relevant union(s) will notify the Director, 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.
- 70.5.2** The Director, 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.
- 70.5.3** Any party to the dispute may object to the appointment of a particular conciliation officer. Where there is an objection, the Director, Human Resources and an authorised officer of the union(s) will jointly decide the appointment.
- 70.5.4** 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.
- 70.5.5** The conciliation officers will report their findings and recommendations in writing to the Director, Human Resources and an authorised officer of the union(s) concerned.
- 70.5.6** Where the matter remains unresolved the Director, 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 of the union(s). The parties may decide to seek the assistance of an agreed independent person or persons who will attempt to resolve the matter.
- 70.5.7** Nothing in this clause prevents the Director, Human Resources and the authorised officer of the union(s) 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.

70.6 Further action

- 70.6.1** Should the dispute not be resolved by the procedure in sub-clause 70.5, or if either party refuses to engage in that procedure, the matter may be referred to the Australian Industrial Relations Commission by either party.
- 70.6.2** 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.
- 70.6.3** 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.
- 70.6.4** 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.
- 70.6.5** 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.
- 70.6.6** 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.

71. UNION REPRESENTATION

- 71.1** 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.
- 71.2** The University will provide appropriate time release for University staff who are official union representatives.

72. STAFF REPRESENTATIVE TRAINING COURSES

- 72.1** An authorised staff representative may be granted leave of absence to undertake training subject to the following conditions:
- 72.1(a)** that the operating requirements of the University permit the grant of leave;
 - 72.1(b)** that the scope, content, and level of the training course will enhance the employee's representative role in dispute resolution; and
 - 72.1(c)** the University is given reasonable notice of the training.

72.2 Payment of the leave will be at the staff member's ordinary pay, excluding shift and penalty payments or overtime. The period of absence will count as service for all purposes.

PART SEVEN – CEASING EMPLOYMENT

73. CIRCUMSTANCES OF EMPLOYMENT ENDING

73.1 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	77	77
ceasing employment on the grounds of ill health	78	78
redundancy	63	62
underperformance	66	66
serious misconduct	67	67

73.2 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)
resignation	77
Expiry of fixed term appointment	75
serious misconduct	67

73.3 Notwithstanding sub-clauses 73.1 and 73.2, 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.

74. MINIMUM NOTICE PERIOD FOR TERMINATION OF EMPLOYMENT

74.1 Where a staff member's standard employment is terminated for a reason listed in the following table, the corresponding minimum notice period will apply.

Reason for termination of appointment	Minimum notice period
Annulment of probation – other than standard, academic appointment	5 weeks
Annulment of probation - standard, academic appointment	5 weeks
Underperformance	5 weeks
Serious misconduct	5 weeks
Redundancy – standard, academic appointment	5 weeks
Redundancy – standard, general staff appointment	6 weeks
Ceasing employment on the grounds of ill health	6 months

74.2 The notice periods listed in the following table will apply:

74.2(a) where a standard staff member's employment is terminated for any reason other than that specified in sub-clause 74.1; or

74.2(b) in accordance with clause 75.

Period of continuous service	Minimum notice period
<u>less than 3 years</u>	<u>2 weeks</u>
<u>3 years but less than 5 years</u>	<u>3 weeks</u>
<u>5 years or over</u>	<u>4 weeks</u>

74.3 In addition to the notice periods provided in sub-clause 74.2, 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.

74.4 Where a staff member has been suspended, with or without pay, in accordance with sub-clauses 67.2.12 to 67.2.16, the Deputy Vice-Chancellor may direct that the suspension continue during the notice period.

74.5 Subject to sub-clauses 74.8 and 74.9, the termination of a staff member's appointment will be effective from the date at which the notice period expires.

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

74.6(a) in the case of a staff member who is entitled to notice of the expiry of his or her contract under clause 75, the period between the date of expiry of the contract and the date that the University gave the notice of expiry is less than the minimum notice period required under sub-clause 74.2;

74.6(b) the staff member requests payment in lieu of the notice and the delegate approves the payment in lieu of notice; or

74.6(c) the delegate decides that the staff member is not required to work-out the notice period.

74.7 Sub-clause 74.6 will not apply where the termination of employment is for reason of serious misconduct and where:

74.7(a) the staff member's employment was suspended without pay in accordance with sub-clause 67.2.13; and,

74.7(b) the Deputy Vice-Chancellor has directed, in accordance with sub-clause 74.4, that the suspension continue during the notice period.

74.8 Where a staff member is to receive payment in lieu of notice in accordance with paragraph 74.6(a), the staff member's employment will terminate on the date of expiry of the fixed term contract.

74.9 Where a staff member is to receive payment in lieu of notice in accordance with paragraphs 74.6(b) or (c), the staff member's employment will terminate upon the delegate's approval of the staff member receiving the payment.

74.10 A staff member who requests payment in lieu of notice in accordance with paragraph 74.6(b) may not seek a review of the decision to terminate the employment under clause 69.

75. EXPIRY OF A FIXED TERM APPOINTMENT

75.1 Notice of expiry of contract

The University will provide to a staff member employed on a fixed term contract in the circumstances described in sub-clauses 10.2.1, 10.2.2, 10.2.4 and 10.2.7 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 74.

75.2 Eligibility for severance pay upon expiry

75.2.1 A fixed term staff member engaged in accordance with the circumstances described in sub-clauses 10.2.1 and 10.2.2 whose contract of employment is not renewed because:

75.2.1(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

75.2.1(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 76.

75.2.2 The provisions of sub-clause 75.2 will not apply where:

75.2.2(a) the staff member does not seek to continue the employment;

75.2.2(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;

75.2.2(c) the staff member obtains further employment within the University without the loss of accrued entitlements; or

75.2.2(d) the University assists the staff member in securing the same or similar employment with another employer, with transfer of all accrued entitlements.

76. SEVERANCE PAY

76.1 A staff member who is entitled to severance pay upon termination of employment with the University in accordance with sub-clause 75.2.1 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

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

77. RESIGNATION

77.1 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.

77.2 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.

78. CEASING EMPLOYMENT AS A RESULT OF ILL HEALTH

78.1 The procedures of this clause are independent of any right that a staff member may have to medical retirement benefits under his or her superannuation fund. Where a staff member applies to his or her superannuation fund, the provisions of sub-clauses 78.8 to 78.11 below apply.

78.2 A staff member whose capacity to perform the duties of his or her position is in doubt, apparently as a result of a medical condition, may be required by the University to undergo a medical examination. The University will:

78.2(a) give not less than 2 months' notice that a medical examination is required;

78.2(b) choose the medical practitioner; and

78.2(c) pay for the cost of the examination.

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

78.4 A copy of the medical practitioner's report will be provided to the delegate and the staff member. Where the medical report states that the staff member is unable to perform his

or her duties, and is unlikely to be able to perform them and/or resume them within 12 months, the University may terminate the employment of the staff member, giving 6 months' notice in writing. The staff member may seek review of the termination under sub-clause 78.12.

78.5 The staff member may submit a resignation before the University terminates his or her employment, provided the last day of duty is within a reasonable period.

78.6 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 giving 6 months notice.

78.7 A refusal by a staff member to undergo a medical examination will not constitute misconduct and will not lead to any greater penalty or loss of entitlements than the action under sub-clause 78.4.

Superannuation applications

78.8 At any time during the processes in sub-clauses 78.2 to 78.6 above, a staff member may apply to his or her superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Further action under this clause will be suspended until the outcome of the superannuation application is known.

78.9 Pending the superannuation fund's decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.

78.10 Where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund's instructions for payment.

78.11 If, following a period of temporary incapacity benefit payments, the superannuation fund decides that the staff member is capable of resuming work, the University may dispute the decision and proceed with the medical examination provided for in sub-clause 78.2.

78.12 Review

78.12.1 Within 10 working days of receiving notice of termination under sub-clause 78.4, the staff member or his or her representative may request that a Medical Panel review the findings of the medical report.

78.12.2 The Medical Panel will comprise three medical practitioners, being:

78.12.2(a) one appointed by the University;

78.12.2(b) one appointed by the staff member or by his or her representative; and

78.12.2(c) one appointed by the President of the State or Territory Branch of the Australian Medical Association.

- 78.12.3** The Medical Panel must not include the practitioner who made the initial report.
- 78.12.4** The Medical Panel will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.
- 78.12.5** The staff member's employment will not terminate prior to the Medical Panel **reporting its findings.**

79. VOLUNTARY EARLY RETIREMENT SCHEMES

Where the University chooses to offer a voluntary early retirement scheme, it will consult with the relevant union party 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 - MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSAL)

INTRODUCTION

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

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

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

TEACHING AND RESEARCH ACADEMIC STAFF

Level A

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

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

Level B

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

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

Level C

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

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

Level D

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

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

Level E

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

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

RESEARCH ACADEMIC STAFF (INCLUSIVE OF CREATIVE DISCIPLINES)

Level A

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

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as

sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

Level B

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

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

Level C

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

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

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

Level D

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

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

Level E

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

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

SCHEDULE 2 - GENERAL STAFF POSITION CLASSIFICATION STANDARDS

S2.1 INTRODUCTION

General staff positions will be classified in accordance with the ANU Officer or Senior Administrative Officer structures as set out in this Schedule. Positions will be classified at the level which most accurately reflects the work performed by the staff member as required by the University, taking into account the skills and responsibilities required to perform that work. Determination of the classification of ANU Officer positions levels 1 to 10 will be based on the primary descriptors set out in S2.2.1, in conjunction with the secondary descriptors for each of the ANU classification streams described in S2.3.3. The classification of Senior Administrative Officer (SAO) positions will be determined by the primary descriptors set out in S2.2.2.

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

S2.2 PRIMARY DESCRIPTORS

S2.2.1 Australian National University Officer (ANUO) Levels 1 - 10

The descriptors in this Part are the primary work level descriptors for each of the ANU Officer Levels 1 – 10.

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

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

Definition 3:	Classification dimensions
Training level:	The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.
Occupational equivalent:	Examples of occupations typically falling within each classification level.
Level of supervision:	This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others.
Task level:	The type, complexity and responsibility of tasks typically performed by staff within each classification level.
Organisational knowledge:	The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, and the purposes to which that organisational knowledge may be put.
Judgement, independence and problem solving:	Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which a staff member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

Definition 3:	Classification dimensions
	This dimension looks at how much of each of these three qualities applies at each classification level.
Typical activities:	Examples of activities typically undertaken by staff in different occupations at each of the classification levels.

ANUO Level 1

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

ANUO Level 2

Training level or qualifications:	<p>Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or</p> <ul style="list-style-type: none"> • completion of year 12 without work experience, or • completion of Certificates I or II with work related experience, or • an equivalent combination of experience and training.
Occupational equivalent:	Administrative assistant, security patrol officer.
Level of supervision:	Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

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

ANUO Level 3

Training level or qualifications:	<p>Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:</p> <ul style="list-style-type: none"> • completion of a trades certificate or Certificate III, or • completion of Year 12 or a Certificate II, with relevant work experience, or • an equivalent combination of relevant experience and/or education/training. <p>Staff members advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.</p>
Occupational equivalent:	Tradesperson, technical assistant/technical trainee, administrative assistant.
Level of supervision:	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.
Task level:	Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.
Organisational knowledge:	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving:	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
Typical activities:	<p>In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In technical assistant positions:</p> <ul style="list-style-type: none"> • assist a technical officer in operating a laboratory, including ordering supplies • assist in setting up routine experiments • monitor experiments for report to a technical officer • assist with the preparation of specimens • assist with the feeding and care of animals. <p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including:</p> <ul style="list-style-type: none"> • standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics, • provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, • process accounts for payment.

ANUO Level 4

Training level or qualifications:	<p>In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In technical assistant positions:</p> <ul style="list-style-type: none"> • assist a technical officer in operating a laboratory, including ordering supplies • assist in setting up routine experiments • monitor experiments for report to a technical officer
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	<ul style="list-style-type: none"> • assist with the preparation of specimens • assist with the feeding and care of animals. <p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including:</p> <ul style="list-style-type: none"> • standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics • provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel • process accounts for payment.
Occupational equivalent:	Technical officer or technician, administrative above Level 3, advanced tradespersons.
Level of supervision:	<p>In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.</p> <p>May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.</p>
Task level:	May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.
Judgement, independence and problem solving:	<p>In trades positions, extensive diagnostic skills.</p> <p>In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.</p> <p>In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p>
Typical activities:	<p>In trades positions:</p> <ul style="list-style-type: none"> • work on complex engineering or interconnected electrical circuits • exercise high precision trades skills using various materials and/or specialised techniques. <p>In technical positions:</p> <ul style="list-style-type: none"> • develop new equipment to criteria developed and specified by others • under routine direction, assist in the conduct of major

	<p>experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations</p> <ul style="list-style-type: none"> • demonstrate the use of equipment and prepare reports of a technical nature as directed. <p>In library technician positions:</p> <ul style="list-style-type: none"> • undertake copy cataloguing • use a range of bibliographic databases • undertake acquisitions • respond to reference inquiries. <p>In administrative positions:</p> <ul style="list-style-type: none"> • may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems • plan and set up spreadsheets or data base applications • be responsible for providing a full range of secretarial services, e.g. in a faculty • provide advice to students on enrolment procedures and requirements • administer enrolment and course progression records.
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ANUO Level 5

Training level or qualifications:	<p>Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • completion of a degree without subsequent relevant work experience, or • completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience, or • completion of a diploma qualification and at least 2 years subsequent relevant work experience, or • completion of a Certificate IV and extensive relevant work experience, or • completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	<p>Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.</p>
Level of supervision:	<p>In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other</p>

	staff.
Task level:	Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.
Judgement, independence and problem solving:	In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.
Typical activities:	<p>In technical positions:</p> <ul style="list-style-type: none"> • develop new equipment to general specifications • under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations • under broad direction, set up, monitor and demonstrate standard experiments and equipment use • prepare reports of a technical nature. <p>In library technician positions, perform at a higher level than Level 4, including:</p> <ul style="list-style-type: none"> • assist with reader education programs and more complex bibliographic and acquisition services • operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service. <p>In administrative positions:</p> <ul style="list-style-type: none"> • responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus. <p>In professional positions and under professional supervision:</p> <ul style="list-style-type: none"> • work as part of a research team in a support role • provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services • provide counselling services.

ANUO Level 6

Training level or qualifications:	<p>Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • 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:	<p>Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.</p>
Level of supervision:	<p>In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.</p>
Task level:	<p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p>
Organisational knowledge:	<p>Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.</p>
Judgement, independence and problem solving:	<p>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.</p>
Typical activities:	<p>In technical positions:</p> <ul style="list-style-type: none"> • manage a teaching or research laboratory or a field station • provide highly specialised technical services • set up complex experiments • design and construct complex or unusual equipment to general specifications • assist honours and postgraduate students with their laboratory requirements • install, repair, provide and demonstrate computer services in laboratories. <p>In administrative positions:</p> <ul style="list-style-type: none"> • provide financial, policy and planning advice

	<ul style="list-style-type: none"> • service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence • monitor expenditure against budget in a school or small faculty. <p>In professional positions:</p> <ul style="list-style-type: none"> • work as part of a research team • provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services • provide counselling services • undertake a range of computer programming tasks • provide documentation and assistance to computer users • analyse less complex user and system requirements.
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ANUO Level 7

Training level or qualifications:	<p>Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a degree with at least 4 years subsequent relevant experience, or • extensive experience and management expertise in technical or administrative fields, or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.
Level of supervision:	Broad direction. May manage other staff including administrative, technical and/or professional staff.
Task level:	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
Organisational knowledge:	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.
Judgement, independence and problem solving:	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
Typical activities:	<p>In a library, combine specialist expertise and responsibilities for managing a library function.</p> <p>In student services, the training and supervision of other</p>

	<p>professional staff combined with policy development responsibilities which may include research and publication.</p> <p>In technical manager positions, the management of teaching and research facilities for a department or school.</p> <p>In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.</p> <p>In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.</p>
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ANUO Level 8

Training level or qualifications:	<p>Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • 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:	<p>Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.</p>
Level of supervision:	<p>Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.</p>
Task level:	<p>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.</p>
Organisational knowledge:	<p>The staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.</p>
Judgement, independence and problem solving:	<p>Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.</p>
Typical activities:	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.</p> <p>Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices</p>

	within the faculty or equivalent unit.
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ANUO Level 9

Training level or qualifications:	<p>Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • 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:	<p>Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.</p>
Level of supervision:	<p>Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.</p>
Task level:	<p>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.</p>
Organisational knowledge:	<p>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.</p>
Judgement, independence and problem solving:	<p>Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.</p>
Typical activities:	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.</p> <p>Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.</p>

ANUO Level 10

Training level or qualifications:	Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to: <ul style="list-style-type: none"> • 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, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).
Task level:	Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.
Organisational knowledge:	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. Be fully responsible for the achievement of significant organisational objectives and programs.
Judgement, independence and problem solving:	Be fully responsible for the achievement of significant organisational objectives and programs.
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.

S2.2.2 Senior administrative officer (SAO) positions

S2.2.2(a) The minimum requirements for all SAO classifications are as follows:

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

S.2.2.2(b) The specific requirements for each SAO classification are as follows:

SAO1

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

SAO2

Scope:	Area managed Administrative structure for a school or an office/branch usually with more than one significant component. Number of staff Usually 5-50, at least one of whom would be above ANUO 8 level.
Variety:	Normally more than one professional stream plus support staff. Either performs a number of major functions, at least one of which must be professional for a campus-wide client base and important for the ANU to achieve its objective or

	performs a major number of service functions for a significant portion of the ANU.
Policy:	Formulates policy for the area for approval by senior officer and/or prepares initial drafts of policy which has campus-wide impact. Goals are set by senior officer. Devises strategy for achievement of goals subject to approval by senior officer.
Capacity to Commit:	Resources within budget. Usually own area only.
Impact (influence on the University):	If the impact of decision making or advice offered has a substantial effect outside the staff member's own area, a higher level may be appropriate.

SAO3

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

SAO4

<p>Scope:</p>	<p>Area managed Campus-wide client base. Usually controls a division.</p> <p>Number of staff Usually 20+, at least one of whom would be above ANUO 9/10 level. Usually responsible for divisional budget.</p>
<p>Variety:</p>	<p>Normally a number of classification streams, more than one profession.</p> <p>Performs a number of major functions (more than 2), at least one of which must be professional for a campus-wide client base and important for the ANU to achieve its objective or performs a major number of service functions for a substantial portion of the ANU.</p>
<p>Policy:</p>	<p>Determines policy and strategy for own area. May determine University policy with relation to own area of responsibility.</p> <p>May set goals for own area, will be a key player in such goal setting.</p> <p>Will participate in goal setting for ANU, at least in matters relating to own area.</p> <p>Key factor in determining level is that SAO4 staff will report to a Pro Vice-Chancellor or higher.</p>
<p>Capacity to Commit:</p>	<p>May commit ANU on matters within specified limits.</p>
<p>Impact (influence on the University):</p>	<p>If the impact of decision making or advice offered has a major effect on broad University policy outside the staff member's normal area of operation, a higher level may be appropriate.</p>

S2.3 ANU OFFICER (ANUO) CLASSIFICATION STREAMS

S2.3.1 Broadbanding within the ANUO classification streams

Classification Stream	ANU Officer Levels and Broadbands ¹	Relevant secondary descriptors
Administration	1/2/3,4,5,6/7,8,9/10	Administration ²
General Services	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	1/2/3,4,5/6,7,8,9,10	Information Technology ²
Library	4,5/6,7,8,9,10	Library ²
Maintenance	1/2,3,4,5	Maintenance
Printing	1/2/3,4	Printing
Research	4,5/6,7,8,9	Research ²
Security	3,4	Security
Stores	1/2/3,4,5	Administration
Technical/Draughting/Illustrating	1/2/3,4/5,6,7,8,9,10	Technical ²

Footnotes

[1] Broadbands are indicated as, for example, 6/7.

[2] The specialist secondary descriptors may be used to classify positions within these streams at the ANU Officer Level 6 or above, where specialist skills are required. Where a position is classified as specialist, Levels 6 and 7, and Levels 9 and 10 will be broadbanded.

S2.3.2 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 or outcome.
<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, Central Areas, Finance and 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 adjusted to meet the needs of others. Careful

listening ensures a mutual understanding of the information exchanged. Written work is accurate, logical, concise and expressed in a way which others can easily follow.

<i>Complex</i>	Intricate, complicated; consisting of a number of inter-related steps requiring analysis and/or judgement.
<i>Conceptualise</i>	To form ideas or notions which give rise to options, solutions or improved methods or understanding.
<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 accountability and responsibility.
<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 for clearance and approval by others.
<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 accomplishment of some objective).
<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 supervision or direction.
<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 actions performed.
<i>Leadership</i>	The ability to create a cohesive, cooperative and equitable work group which effectively achieves the objectives of the work area. Leadership implies the continual development of staff and giving and receiving constructive feedback on a regular basis.
<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 current.
<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 mutual agreement; to have discussions 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 actions.
<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 resolve problems or difficulties, or 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 facts, collate information and make 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 of.
<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 in a designated work area.
<i>Supervisor</i>	The staff member designated by the University to supervise the work and performance of employees as human resources; may have responsibility for non-human resources.
<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 area of the University; or there is a significant influence University-wide.

Utilise

To make use of.

Verify

To prove to be true or accurate; to confirm or substantiate.

S2.3.3 Secondary descriptors

S2.3.3(a) Administration secondary descriptors

ANUO 1-3 (Admin)

Training level or qualifications:	ANU Officer Levels 1 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband, subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO 4 (Admin)

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

ANUO 5 (Admin)

Training level or qualifications:	Degree or Year 12 and extensive relevant work experience OR equivalent combination of experience and training.
Level of supervision:	General direction. May supervise other staff.
Task level:	Interpret local policies and rules. Apply increased skills to varied range of functions. Greater independence of action than at ANUO3 level. Complexity of functions performed by stores positions may be greater due to imprest function.
Organisational knowledge:	Proficient in processes and procedures. Sound knowledge of related functions elsewhere within the University and their interaction with the local area's operation. Stores positions require extensive knowledge of stores environment.

Judgement, independence and problem solving:	Through application of experience and precedents solve problems related to own work at local level only. Stores positions require expertise in stores procedures and provide advice at that level.
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ANUO 6/7 (Admin)

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

ANUO 8 (Admin)

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

	external requirements, and an ability to achieve objectives operating within complex organisational structures.
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ANUO 9/10 (Admin)

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

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

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

S2.3.3(b) Cleaner secondary descriptors

ANUO 1 (Clean)

Training level or qualifications:	No qualifications or work experience required.
Level of supervision:	Close supervision or, with experience, routine supervision.
Task level:	Straightforward manual duties.
Organisational knowledge:	Provide straightforward information only.
Judgement, independence and problem solving:	Limited choices. Refers most problems to other staff.

ANUO 2 (Clean)

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

ANUO 3 (Clean)

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

S2.3.3(c) Engineer secondary descriptors

ANUO 5/6 (Eng)

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

ANUO 7 (Eng)

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

ANUO 8 (Eng)

Training level or qualifications:	Eligibility for Corporate membership of the Institution of Engineers, Australia plus extensive relevant experience* OR eligibility for Corporate membership of the Institution of Engineers, Australia plus postgraduate qualifications and relevant experience. * Note: As a guide, experience in this context and at this level is likely to be 4 years.
Level of supervision:	Broad direction, working with a degree of autonomy. May manage administrative, technical and/or professional staff.

Task level:	Innovative and may contribute to research and/or planning and policy development. Independently apply engineering knowledge and skills to a particular area of engineering and assess implications.
Organisational knowledge:	Devises and/or contributes to design of projects/programs involving major change, the results of which may impact on other areas' operations.
Judgement, independence and problem solving:	Contribute to project/program design, development and implementation.

ANUO 9 (Eng)

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

ANUO 10 (Eng)

Training level or qualifications:	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 8 years.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will manage administrative and/or technical and professional staff.
Task level:	Tasks require the capacity and skills acquired through achievement in areas at the forefront of engineering practice plus management and accountability for major research and/or teaching projects or programs. Initiate and/or use high level theoretical and applied knowledge. Comprehensive knowledge of related projects/ programs and other relevant

	fields.
Organisational knowledge:	Multi-perspective understanding of the development, carriage and implementation of projects/ programs, and marketing of scientific developments required.
Judgement, independence and problem solving:	Fully responsible for achievement of significant objectives and projects/programs.

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

S2.3.3(d) Grounds secondary descriptors

ANUO 2 (Grounds)

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

ANUO 3 (Grounds)

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

ANUO 4 (Grounds)

Training level or qualifications:	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
Level of supervision:	General direction. Will supervise other staff.
Task level:	Will undertake planning or design functions related to University grounds and their maintenance. Apply skills to varied range of tasks.
Organisational knowledge:	Knowledge of own work area processes and their inter-relations with processes of other related areas. Perform work requiring proficiency with methods. Knowledge of objectives in order to coordinate gardening activities.
Judgement, independence and problem solving:	Diagnose and solve problems through application of experience, precedents, and theoretical knowledge.

S2.3.3(e) Hospitality secondary descriptors

ANUO 1/2 (Hospitality)

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

ANUO 3 (Hospitality)

Training level or qualifications:	Persons employed at Level 3 shall typically perform duties at a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: <ul style="list-style-type: none"> ◆ completion of a trades certificate; or ◆ completion of Year 12, with relevant work experience; or ◆ equivalent relevant experience or combination of relevant experience and education/training. Trade Certificate OR equivalent combination of qualifications and experience.
Level of supervision:	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required General direction. May supervise other staff.
Task level:	Some complexity. Apply body of knowledge equivalent to trade certificate, including diagnostic skills and assessment of the best approach to a given task. Some complexity. Some analysis of best way to undertake or complete tasks.
Organisational knowledge:	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes. Knowledge of own work area trade processes and their inter-relations with processes of other related trade areas.
Judgement, independence and problem solving:	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures. Judgement on which task should be done in order to complete work to deadline.

S2.3.3(f) 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.

ANUO 1-3 (IT)

Training level or qualifications:	ANU Officer Levels 1 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO 4 (IT)

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

ANUO 5/6 (IT)

Training level or qualifications:	Degree OR an equivalent combination of relevant experience and training.
Level of supervision:	General direction. May supervise other staff.

Task level:	Tasks requiring application of theoretical knowledge obtained through tertiary study or work experience.
Organisational knowledge:	Proficient in the area's Information Technology processes and techniques and how they inter-relate with other related areas.
Judgement, independence and problem solving:	Apply theoretical knowledge to solve straightforward computing problems.

ANUO 7 (IT)

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

ANUO 8 (IT)

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

ANUO 9 (IT)

Training level or qualifications:	Postgraduate qualification and relevant experience* plus management experience and expertise or an equivalent combination of experience and education/training. * As a guide, experience in this context and at this level is likely to be 6 years.
Level of supervision:	Broad direction, working with a considerable degree of autonomy. Will manage other administrative, technical and/or professional staff.
Task level:	Conceptualise, develop and review major administrative policies at University level. Responsible for management and resources of an area of work.
Organisational knowledge:	Initiate and develop new policies and review major policy objectives and strategies. Recommends on and responsible for implementation of programs involving major change which may impact on other areas of the University.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to other areas of the University requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

ANUO 10 (IT)

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

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

S2.3.3(g) Library secondary descriptors

ANUO 4 (Library)

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

ANUO 5/6 (Library)

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

ANUO 7 (Library)

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

ANUO 8 (Library)

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

ANUO 9 (Library)

Training level or qualifications:	Degree in Librarianship, or Graduate Diploma with relevant experience* plus eligibility for membership of a relevant professional association together with extensive library and
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	management experience and proven management expertise. * As a guide, experience in this context and at this level is likely to be 6 years.
Level of supervision:	Broad direction subject to the requirements of senior management only, working with a considerable degree of autonomy. Will manage staff in a high level specialist service or section.
Task level:	Work assignments guided by library standards and technical expertise or particular requirements, University needs and national trends. Participate in the formulation of Library policy at University level with senior staff. May involve establishment and maintenance of contact with a wide range of commercial and professional organisations. Will be a primary resource for advice on particular activities at University level. Will coordinate the integration of policies. Demonstrated capacity to conceptualise, develop and review policies at Library and/or University level. Recommends on allocation of Library resources.
Organisational knowledge:	Initiate and develop policies and programs involving major change which may impact on other areas of the University. Extensive and/ or in depth knowledge of local and national library, University and higher education industry policies/trends will be required for achievement of particular Library objectives.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to the Library requiring integration of a range of University policies and external requirements, an ability to achieve objectives, operating within complex organisational structures.

ANUO 10 (Library)

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

Judgement, independence and problem solving:	Full responsibility for achievement of significant objectives and programs.
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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.

S2.3.3(h) Maintenance secondary descriptors

ANUO 1/2 (Maint)

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

ANUO 3 (Maint)

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

ANUO 4 (Maint)

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

ANUO 5 (Maint)

Training level or qualifications:	Completion of post-trade certificate or advanced certificate plus extensive relevant experience*. Appropriate trade licence. Supervisory experience required. For internal candidates only an equivalent combination of relevant experience and/or education/training. Appropriate trade licence.
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	* As a guide, it is expected that experience in this context and at this level will be 4 years.
Level of supervision:	Limited direction. Will supervise other staff.
Task level:	Apply trade skills/knowledge to varied range of tasks at advanced level. Lead a team of maintenance staff performing a trade function.
Organisational knowledge:	Knowledge of own work area processes and their inter-relations with processes of other related areas. Perform work requiring proficiency with methods. Knowledge and understanding of cross-trade functions. Will coordinate cross-trade functions.
Judgement, independence and problem solving:	Diagnose and solve complex problems through application of experience, precedents and/or theoretical knowledge.

S2.3.3(i) Printing secondary descriptors

ANUO 1-3 (Print)

Training level or qualifications:	ANU Officer Levels 1 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO 4 (Print)

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

S2.3.3(j) Research secondary descriptors

ANUO 4 (Research)

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

ANUO 5/6 (Research)

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

ANUO 7 (Research)

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

ANUO 8 (Research)

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

ANUO 9 (Research)

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

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

S2.3.3(k) Security secondary descriptors

ANUO 3 (Security)

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

ANUO 4 (Security)

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

S2.3.3(l) Technical secondary descriptors

ANUO 1-3 (Tech)

Training level or qualifications:	ANU Officer Levels 1 to 3 are broadbanded in this stream. It is expected that occupants will progress to the higher levels within the broadband subject to gaining greater knowledge, skills and experience reflected in the Primary descriptors.
Level of supervision:	
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	

ANUO 4/5 (Tech)

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

ANUO 6 (Tech)

Training level or qualifications:	<p>Degree with relevant experience* or broad technical knowledge or equivalent combination of experience** and education/training.</p> <p>Notes: * 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.</p>
Level of supervision:	Broad direction. May have extensive supervisory and line management responsibility, including technical supervision of students in teaching laboratories and/or on field work.
Task level:	Perform work assignments with technical expertise within

	<p>established standards. Some ingenuity in design and/or the application of techniques to own work is required. This may include the use and/or manipulation of various computer software applications. Development associated with method and techniques.</p> <p>May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework.</p> <p>May participate in the delivery of a teaching program.</p>
Organisational knowledge:	Some understanding of procedures and techniques being applied elsewhere which may be adaptable/applicable to own work.
Judgement, independence and problem solving:	Research, design, develop and test complex techniques and/or equipment. Diagnose problems on sophisticated equipment and systems. Analyse and report on data and experiments.

ANUO 7 (Tech)

Training level or qualifications:	<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>
Level of supervision:	Broad direction. May manage other administrative and/or technical staff, including technical supervision of students in teaching laboratories and/or on field work.
Task level:	<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>
Organisational knowledge:	Detailed knowledge of all relevant administrative and technical policies and procedures, including inter-action with other areas.
Judgement, independence and problem solving:	Diagnose problems on sophisticated equipment. Research ways in which a specific body of knowledge can be applied to solve complex problems. Adapt procedures and use theoretical principles in modifying and adapting techniques. May have impact beyond the immediate work area.

ANUO 8 (Tech)

Training level or qualifications:	<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</p> <p>* As a guide, experience in this context and at this level is likely to be 4 years.</p> <p>** As a guide, experience in this context and at this level is likely to be more than 6 years.</p>
Level of supervision:	<p>Broad direction, working with a degree of autonomy. May manage administrative, technical and/or professional staff, including technical supervision of students in teaching laboratories and/or on field work.</p>
Task level:	<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>
Organisational knowledge:	<p>General understanding of research and/or teaching activities at School/Faculty level, and more comprehensive understanding at Departmental or Project level.</p> <p>General to comprehensive knowledge of policies/codes/standards as they apply to the work undertaken.</p>
Judgement, independence and problem solving:	<p>Responsible for program development and implementation. Provide strategic support and advice to Research/Teaching Program, School or Faculty.</p>

ANUO 9 (Tech)

Training level or qualifications:	<p>Postgraduate qualifications and extensive relevant experience OR extensive technical experience and proven management expertise OR combination of relevant experience and education/training.</p>
Level of supervision:	<p>Broad direction, working with a considerable degree of autonomy. Will manage technical and cross-stream staff, which may include technical supervision of students in teaching laboratories and/or on field work.</p>
Task level:	<p>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</p>

	resources at least at School, Faculty or Divisional level. May support a teaching program, for example design and develop practical experiments, and assist with the development and planning of coursework. May participate in the delivery of a teaching program.
Organisational knowledge:	Knowledge of research and/or teaching activities at University level and an in-depth understanding of Departmental or Project level.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to Research Program, School or Faculty.

ANUO 10 (Tech)

Training level or qualifications:	Postgraduate qualifications with relevant experience * and proven expertise in the management of significant human and material resources or an equivalent combination of experience and training. *Note: As a guide, experience in this context and at this level is likely to be 8 years.
Level of supervision:	Broad direction, operating with a high overall degree of autonomy. Will manage other administrative and cross stream staff, including technical supervision of students in teaching laboratories and/or on field work.
Task level:	Conceptualise, develop, initiate and review major technical and/or administrative policies at University level. Responsible for management of a complex area of work at a level higher than ANUO 9. Accountable for program performance. Comprehensive knowledge of related programs.
Organisational knowledge:	Devise new ways of adapting technical and/or administrative strategies to meet new internal and external demands.
Judgement, independence and problem solving:	Full responsibility for achieving significant objectives and programs. Will have a significant collaborative role in research and/or teaching.

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

S2.3.3(m) Specialist secondary descriptors

The specialist secondary descriptors may be used to classify staff from the streams identified in S2.3.1 where it is acknowledged that the work performed requires expertise in a specialised field. The specialist descriptors may be used for positions which are ‘stand alone’ or those with line responsibility.

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

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

ANUO 6/7 (Specialist)

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

ANUO 8 (Specialist)

Training level or qualifications:	Progress towards postgraduate qualifications with subsequent relevant specialist/professional experience * OR extensive experience in a specialised/professional environment and specialist/professional expertise OR an equivalent combination of relevant experience in a specialised environment and/or specialised/professional education/training. * Note: As a guide, experience in this context and at this level is likely to be 4 years.
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Level of supervision:	Broad direction, working with a degree of autonomy. May have supervisory responsibility for cross-stream staff.
Task level:	Work assignments guided by legislation, professional standards, technical expertise or specialist requirements. Latitude to develop or redefine procedures and/or policy drawing on specialist/professional knowledge for consideration by more senior officers. Will be recognised authority in particular activity or activities in specialised area. May coordinate the integration of those activities with other activities.
Organisational knowledge:	Expected to make policy or technical recommendations related to specialist activities. Implement accepted policies or technical programs involving major change which may impact on other Areas of the University or a teaching/research program.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice to research programs, Schools or Faculties requiring integration of a range of University policies and/or external requirements, and an ability to achieve objectives operating within complex organisational.

ANUO 9/10 (Specialist)

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

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

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

SCHEDULE 3 - SALARIES

S3.1 ACADEMIC STAFF SALARY SCHEDULE

Table S3.1

Level (Step)	Annual salary (\$)				
	Previous Rates	from 20/11/2003	from 18/11/2004	from 17/11/2005	
		5%	5.5%	6%	
Level A	(1)	38,204	40,114	42,320	44,860
	(2)	40,259	42,272	44,597	47,272
	(3)	42,317	44,434	46,878	49,690
	(4)	44,377	46,596	49,158	52,108
	(5)	46,049	48,352	51,011	54,072
	(6)	47,721	50,107	52,863	56,035
	(7)	49,394	51,863	54,716	57,999
	(8)	51,066	53,620	56,569	59,963
Level B	(1)	53,640	56,322	59,420	62,985
	(2)	55,570	58,348	61,557	65,251
	(3)	57,494	60,369	63,689	67,511
	(4)	59,429	62,401	65,833	69,783
	(5)	61,356	64,424	67,967	72,045
	(6)	63,287	66,452	70,106	74,313
Level C	(1)	65,215	68,476	72,242	76,576
	(2)	67,145	70,503	74,381	78,844
	(3)	69,075	72,528	76,518	81,109
	(4)	71,006	74,556	78,657	83,376
	(5)	72,933	76,579	80,791	85,638
	(6)	74,865	78,608	82,931	87,907
Level D	(1)	78,078	81,982	86,491	91,681
	(2)	80,651	84,683	89,341	94,702
	(3)	83,224	87,385	92,191	97,722
	(4)	85,797	90,087	95,042	100,744
	(5)	88,299	92,714	97,814	103,683
Level E1		99,949	104,946	110,718	117,361
Level E2		105,995	111,296	117,417	124,462

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

A Level A academic will be paid a salary not less than the step 6 rate where he or she:

- (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.

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 (\$)				
	Previous Rates	from 20/11/2003	from 18/11/2004	from 17/11/2005	
		5%	5.5%	6%	
ANU Officer 1	(1)	27,253	28,616	30,190	32,001
	(2)	27,825	29,216	30,823	32,672
	(3)	28,392	29,812	31,451	33,338
ANU Officer 2	(1)	29,247	30,710	32,399	34,343
	(2)	29,961	31,459	33,190	35,181
	(3)	30,614	32,145	33,913	35,948
ANU Officer 3	(1)	30,673	32,206	33,978	36,016
	(2)	31,812	33,402	35,239	37,354
	(3)	32,951	34,599	36,502	38,692
	(4)	34,090	35,795	37,763	40,029
	(5)	35,301	37,066	39,105	41,451
ANU Officer 4	(1)	35,514	37,290	39,341	41,701
	(2)	36,728	38,564	40,685	43,126
	(3)	37,951	39,849	42,040	44,563
ANU Officer 5	(1)	38,222	40,133	42,341	44,881
	(2)	39,430	41,401	43,679	46,299
	(3)	40,642	42,674	45,021	47,722
	(4)	41,926	44,022	46,444	49,230
	(5)	43,206	45,366	47,861	50,733
ANU Officer 6	(1)	43,493	45,668	48,180	51,070
	(2)	44,561	46,789	49,362	52,324

Classification	Annual salary (\$)				
	Previous Rates	from 20/11/2003	from 18/11/2004	from 17/11/2005	
		5%	5.5%	6%	
	(3)	45,631	47,912	50,547	53,580
	(4)	46,697	49,031	51,728	54,832
ANU Officer 7	(1)	47,764	50,152	52,911	56,085
	(2)	49,049	51,502	54,334	57,594
	(3)	50,329	52,846	55,752	59,097
	(4)	51,612	54,192	57,172	60,602
ANU Officer 8	(1)	53,462	56,135	59,223	62,776
	(2)	55,456	58,228	61,431	65,117
	(3)	57,452	60,325	63,643	67,461
	(4)	59,446	62,418	65,851	69,802
ANU Officer 9	(1)	62,009	65,110	68,691	72,813
	(2)	63,435	66,606	70,270	74,486
	(3)	64,859	68,102	71,847	76,158
ANU Officer 10	(1)	66,565	69,894	73,738	78,163
SAO 1	(1)	69,619	73,100	77,121	81,748
	(2)	71,537	75,113	79,244	83,999
SAO 2	(1)	75,983	79,782	84,170	89,220
	(2)	78,220	82,131	86,649	91,848
SAO 3	(1)	83,359	87,527	92,341	97,881
	(2)	85,893	90,187	95,148	100,857
SAO 4	(1)	91,288	95,853	101,125	107,192
	(2)	94,113	98,818	104,253	110,509

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 lecture in 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

Lecture Type	Payment per hour of lecture delivered (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Basic lecture (1 hour of delivery and 2 hours associated working time)	102.60	107.73	110.40	116.49	123.48
Developed lecture (1 hour of delivery and 3 hours associated working time)	136.80	143.64	147.20	155.32	164.64
Specialised lecture (1 hour of delivery and 4 hours associated working time)	171.00	179.55	184.00	194.15	205.80
Repeat lecture (1 hour of delivery and 1 hour associated working time)	68.40	71.82	73.60	77.66	82.32

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 Schedule the term ‘tutorial’ means any education delivery described as a tutorial in a course 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

Type of Tutorial	Payment per hour of tutorial delivered (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Tutorial (1 hour of delivery and 2 hours	74.31	78.03	79.98	84.39	89.46

Type of Tutorial	Payment per hour of tutorial delivered (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
associated working time)					
Tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination	88.11	92.52	94.83	100.02	106.05
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	49.54	52.02	53.32	56.26	59.64
Repeat tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination	58.74	61.68	63.22	66.68	70.70

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

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

Table S3.3.3

Type of Musical Accompaniment	Payment per hour of musical accompanying (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Musical accompanying (1 hour of delivery and 1 hour of preparation time)	49.54	52.02	53.32	56.26	59.64
Musical accompanying, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination	58.74	61.68	63.22	66.68	70.70

S3.3.4 Pre-tertiary music tuition

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

Table S3.3.4

Tuition Type	Payment per hour of pre-tertiary music tuition delivered (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Pre-tertiary music tuition (1 hour of delivery and 1 hour associated working time)	49.54	52.02	53.32	56.26	59.64

S3.3.5 Marking

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

Table S3.3.5

Type of Marking	Payment per hour of marking (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Standard marking	24.77	26.01	26.66	28.13	29.82
Standard marking, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination	29.37	30.84	31.61	33.34	35.35
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to a staff member at Level B status	34.20	35.91	36.80	38.83	41.16

S3.3.6 Performance Sessions – Principal Players

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

A casual/sessional academic required to conduct performance sessions as a principal player 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 performance session delivered or presented, according to the following table.

All other performance tuition carried out by casual/sessional academic staff will be remunerated in accordance with sub-clause (S3.3.2) ‘Tutoring’ or (S3.3.5) ‘Other Required Academic Activity’.

Table S3.3.6

Type of Performance Session	Payment per hour of tutorial delivered (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Performance Session (1 hour of delivery and 2 hours associated working time)	88.11	92.52	94.83	100.02	106.05
Repeat performance Session (1 hour of delivery and 1 hour associated working time)	58.74	61.68	63.22	66.68	70.70

S3.3.7 Aboriginal Tutorial Assistance Scheme (ATAS) Tutoring

For the purpose of this Agreement the term ‘Aboriginal Tutorial Assistance Scheme Tutoring’ means the provision of tutorial assistance within the ATAS Scheme as defined by that scheme and as administered by the Jabal Centre.

Table S3.3.7

Type of ATAS Tutoring	Payment per hour of tutorial delivered (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Group Tutorial (1 hour of delivery and 2 hours associated working time)	74.31	78.03	79.98	84.39	89.46
Individual Student Tutorial (1 hour of delivery and 1 hour associated working time)	49.54	52.02	53.32	56.26	59.64

S3.3.8 Other Required Academic Activity

For the purposes of this Schedule ‘other required academic activity’ will include work required by the University and of the following nature:

- (a) the conduct of practical classes, demonstrations, workshops, student field excursions;
- (b) the conduct of clinical sessions;
- (c) the conduct of performance and visual art studio sessions;

- (d) *musical coaching, repititeurship, and musical accompanying other than with special educational service;*
- (e) *development of teaching and subject materials such as preparation of subject guides and reading lists and basic activities associated with subject coordination;*
- (f) *consultation with students;*
- (g) *attendance at departmental and/or faculty meetings as required; and,*
- (h) *directed to attend at lectures and other teaching activities.*

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

Table S3.3.8

Type of Other Activity	Rate per hour of activity delivered (\$)				
	Previous Rates	from 20/11/2003 5%	from 01/01/2004 3% casual loading increase	from 18/11/2004 5.5%	from 17/11/2005 6%
Other required activity, as defined	24.77	26.01	26.66	28.13	29.82
Other required activity, as defined, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination	29.37	30.84	31.61	33.34	35.35

S3.4 ACADEMIC AND GENERAL STAFF EMPLOYED AT UNIVERSITY HOUSE

S3.4.1 General Staff – University House

Table S3.4.1

Classification	Annual salary (\$)			
	Previous Rates	from 20/11/2003 5%	from 18/11/2004 5.5%	from 17/11/2005 6%
ANU Officer 1 (1)	24,824	26,065	27,499	29,149
(2)	25,344	26,611	28,075	29,759
(3)	25,861	27,154	28,648	30,366

Classification	Annual salary (\$)			
	Previous Rates	from 20/11/2003	from 18/11/2004	from 17/11/2005
		5%	5.5%	6%
ANU Officer 2 (1)	26,640	27,972	29,510	31,281
(2)	27,290	28,655	30,230	32,044
(3)	27,885	29,279	30,890	32,743
ANU Officer 3 (1)	27,938	29,335	30,948	32,805
(2)	28,975	30,424	32,097	34,023
(3)	30,014	31,515	33,248	35,243
(4)	31,051	32,604	34,397	36,461
(5)	32,154	33,762	35,619	37,756
ANU Officer 4 (1)	32,348	33,965	35,833	37,984
(2)	33,453	35,126	37,058	39,281
(3)	34,568	36,296	38,293	40,590
ANU Officer 5 (1)	34,815	36,556	38,566	40,880
(2)	35,915	37,711	39,785	42,172
(3)	37,019	38,870	41,008	43,468
(4)	38,188	40,097	42,303	44,841
(5)	39,354	41,322	43,594	46,210
ANU Officer 6 (1)	39,616	41,597	43,885	46,518
(2)	40,588	42,617	44,961	47,659
(3)	41,563	43,641	46,041	48,804
(4)	42,533	44,660	47,116	49,943
ANU Officer 7 (1)	43,506	45,681	48,194	51,085
(2)	44,676	46,910	49,490	52,459
(3)	45,842	48,134	50,781	53,828
(4)	47,010	49,361	52,075	55,200
ANU Officer 8 (1)	48,696	51,131	53,943	57,180

Classification	Annual salary (\$)			
	Previous Rates	from 20/11/2003	from 18/11/2004	from 17/11/2005
		5%	5.5%	6%
(2)	50,512	53,038	55,955	59,312
(3)	52,330	54,947	57,969	61,447
(4)	54,146	56,853	59,980	63,579
ANU Officer 9 (1)	56,481	59,305	62,567	66,321
(2)	57,779	60,668	64,005	67,845
(3)	59,076	62,030	65,441	69,368
ANU Officer 10 (1)	60,631	63,663	67,164	71,194
SAO 1 (1)	63,413	66,584	70,246	74,460
(2)	65,159	68,417	72,180	76,511
SAO 2 (1)	69,209	72,669	76,666	81,266
(2)	71,247	74,809	78,924	83,659
SAO 3 (1)	75,927	79,723	84,108	89,155
(2)	78,235	82,147	86,665	91,865
SAO 4 (1)	83,150	87,308	92,109	97,636
(2)	85,723	90,009	94,960	100,657

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 S4.1.1

	Annual allowance (\$)			
	Previous Rates	from 20/11/2003	from 18/11/2004	from 17/11/2005
Where the staff member has significant responsibility for patient care	16,641	17,473	18,434	19,540
Where the staff member does not have significant responsibility for patient care	8,332	8,749	9,230	9,784

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:

S4.2.2(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;

S4.2.2(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

S4.2.2(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:

S4.2.3(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

S4.2.3(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 S4.2.3(a).

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

S4.2.5 Where a staff member performs higher duties for a period of between one half of a day and one full day, the period of higher duties will be regarded as a full day for the purposes of payment of the allowance.

S4.2.6 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 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 LSA will be indexed in accordance with sub-clause 24.2(b).

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

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>ANU Grade 1</i>	ANU Officer Grade 2	10	1,401
		15	1,985
		20	2,685
<i>ANU Grade 2</i>	ANU Officer Grade 3	10	1,516
		15	2,335
		20	3,034
<i>ANU Grade 3 (employed prior to 10.3.82)</i>	ANU Officer Grade 4	10	1,750
		15	2,569
		20	3,387
<i>ANU Grade 4 (employed prior to 10.3.82)</i>	ANU Officer Grade 5	10	1,867
		15	2,803
		20	3,737
<i>ANU Stores 1</i>	ANU Officer Grade 2 (Stores)	10	1,401
		15	1,985
		20	2,685
<i>ANU Stores 2</i>	ANU Officer Grade 3 (Stores)	10	1,516
		15	2,335
		20	3,034
<i>ANU Stores 3 (employed prior to 10.3.82)</i>	ANU Officer Grade 4 (Stores)	10	1,750
		15	2,569
		20	3,387
<i>ANU Stores 4 (employed prior to 10.3.82)</i>	ANU Officer Grade 5 (Stores)	10	1,867
		15	2,803
		20	3,737
<i>Archivist Grade 1</i>	ANU Officer Grade 5/6 (Archives)	10	2,101
		15	3,034
		20	4,088
<i>Attendant Grade 1</i>	ANU Officer Grade 1 (General Services)	15	583
		20	1,167
<i>Attendant Grade 2</i>	ANU Officer Grade 2 (General Services)	15	699
		20	1,283
<i>Cleaner</i>	ANU Officer Grade 1 (Cleaning)	10	1,283
		15	1,867
		20	2,453
<i>Engineer Class 1</i>	ANU Officer Grade 5/6 (Engineering)	15	1,051
		20	1,985
<i>Foreman - Electrician Carpenter, Fitter, Painter</i>	ANU Officer Grade 5	15	934
		20	1,867
<i>Foreman – Plumber</i>	ANU Officer Grade 5	10	1,867
		15	2,803
		20	3,737
<i>Labourer (Other)</i>	ANU Officer Grade 1 (General Services)	15	583
		20	1,167
<i>Laboratory Attendant</i>	ANU Officer Grade 1 (Technical)	15	583
		20	1,167
<i>Lab Technician Grade 1</i>	ANU Officer Grade 2	10	1,401

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>Salary Maintenance</i>	(Technical)	15	2,101
		20	2,803
<i>Lab Technician Grade 2</i>	ANU Officer Grade 3 (Technical)	10	1,635
		15	2,335
		20	3,155
<i>Sen Lab Tech Grade 2</i>	ANU Officer Grade 5 (Technical)	10	1,867
		15	2,803
		20	3,737
<i>Library Officer Class 2</i>	ANU Officer Grade 4 (Library)	10	1,635
		15	2,453
		20	3,270
<i>Assistant Programmer Salary Maintenance</i>	ANU Officer Grade 4 (IT)	10	1,867
		15	2,803
		20	3,737
<i>Programmer Grade 1</i>	ANU Officer Grade 5/6 (IT)	10	2,101
		15	3,034
		20	4,088
<i>Programmer Grade 2</i>	ANU Officer Grade 7 (IT)	10	2,219
		15	3,387
		20	4,437
<i>Prog Assistant Grade 1</i>	ANU Officer Grade 2 (IT)	10	1,401
		15	1,985
		20	2,685
<i>Prog Assistant Grade 2</i>	ANU Officer Grade 3 (IT)	10	1,516
		15	2,335
		20	3,034
<i>Prog Assistant Grade 3 Salary Maintenance</i>	ANU Officer Grade 4 (IT)	10	1,750
		15	2,569
		20	3,387
<i>Technical Officer Draughting Officer Illustrator</i>	ANU Officer Grade 4/5 (Tech & Draught/III)	20	934
<i>Sen Technical Officer 1 & 2 Sen Draughting Officer 1 & 2 Sen Illustrator 1 & 2</i>	ANU Officer Grade 6 (Tech & Draught/III)	10	2,101
		15	3,155
		20	4,203
<i>Sen Technical Officer 3 Sen Draughting Officer 3 Sen Illustrator 3</i>	ANU Officer Grade 7 (Tech & Draught/III)	10	2,219
		15	3,387
		20	4,437
<i>Translator Grade 1 (employed prior to 10.3.82)</i>	ANU Officer Grade 5 (Admin)	10	1,867
		15	2,803
		20	3,737
<i>Workshop Assistant</i>	ANU Officer Grade 1 (Technical)	10	1,283
		15	1,867
		20	2,453

S4.4 Overtime allowances

Table S4.4

Entitlement		Rate/ Allowance	Indexation in accordance with:
<p>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.</p>			
<p>'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)</p>	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	
<p>'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)</p>	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	
<p>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.</p>		100% of ordinary rate of pay	
<p>Short Call allowance (to be paid in accordance with sub-clause 27.5.4)</p>		\$14.74 per call	24.2(b)
<p>Cancellation allowance (to be paid in accordance with sub-clause 27.5.5)</p>		1 hour's pay at appropriate overtime rate	
<p>Meal allowance (to be paid in accordance with sub-clause 27.5.6)</p>		\$15.61 per meal	24.2(c)
<p>Overtime travelling allowance (to be paid for return travel between the University and a staff member's residence in accordance with sub-clause 27.5.8)</p>	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:

- S4.5(a)** an allowance of \$0.63 per hour in addition to his or her normal rate of pay; and
- S4.5(b)** an allowance of \$1.74 on each occasion that he or she is required to submit a nasal swab.

These allowances will be indexed in accordance with sub-clause 24.2(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 \$19.28 per week, to be indexed in accordance with sub-clause 24.2(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 \$14.60 per week, to be indexed in accordance with sub-clause 24.2(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 \$20.06 per week, to be indexed in accordance with sub-clause 24.2(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 \$0.98 per day or shift, to be indexed in accordance with sub-clause 24.2(b), while so engaged.

S4.8 Annualised allowance for security officers

The annualised allowance for a security officer, as specified in clause 28.4, 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 an annual leave loading.

Table S4.8

Annual allowance (\$)			
Previous rate	from 20/11/2003	from 18/11/2004	from 17/11/2005
7,863	8,256	8,710	9,233

S4.9 First aid allowance

A staff member who is designated as a first aid attendant in accordance with clause 58 is entitled to an allowance as specified below.

Table S4.9

Certification	Weekly allowance (\$)
Level 2	\$6.68
Level 3 and above	\$10.06

S4.10 Uniform Allowance

S4.10.1 For the purposes of 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.

S4.10.2 A staff member who is employed in the Hospitality Stream who is required by the University to wear a uniform while on duty shall be paid the actual cost of providing or replacing the uniform.

S4.10.3 By mutual agreement between the University and the staff member, the University may instead of paying the allowance, provide and where necessary replace the uniform.

S4.11 Laundry Allowance

S4.11.1 A staff member who is employed in the Hospitality stream who is required by the University to wear a uniform while on duty shall be paid a laundry allowance of \$7.80 per week, to be indexed in accordance with sub-clause 24.2(c)

S4.11.2 By mutual agreement between the University and the staff member, the University may instead of paying the allowance, provide a laundering service.

SCHEDULE 5 - 38 HOUR WEEK FOR STAFF MEMBERS EMPLOYED IN THE HOSPITALITY STREAM AT UNIVERSITY HOUSE

S5.1 Ordinary Hours of Work

S5.1.1 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 26.1.2 of this Agreement.

S5.1.2 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:

S5.1.2(i) 152 hours within a cycle of twenty work days, nineteen of which are working days and one is a RDO;

S5.1.2(ii) 456 hours within a cycle of sixty workdays, 57 of which are working days and three are RDOs;

S5.1.2(iii) 760 hours within a cycle of 100 workdays, 95 of which are working days and five are RDOs;

S5.1.2(iv) any other working arrangement mutually agreed between the University and the staff member.

S5.1.3 Days off will be rostered to fall immediately prior or subsequent to a weekend. However, a RDO may be taken midweek by mutual agreement between the University and the staff member.

S5.1.4 Where any agreed RDO falls on a public holiday the preceding or following work day shall be taken *in lieu* of the RDO unless an alternative day in the relevant work cycle is agreed between the University and the staff member.

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

S5.2.1 Staff members are entitled to take leave in accordance with the provisions set out in Part Three, Section 4 of this Agreement.

Paid Leave

S5.2.2 For every day taken as paid leave, the staff member shall accrue 0.4 of an hour towards a paid RDO.

S5.2.3 Where a paid RDO falls within a period of certified sick leave, sick leave credits will not be debited for that day.

S5.2.4 Where a paid RDO falls within a period of paid leave other than sick leave the staff member's credits will be debited at the rate of 8 hours for that day.

Leave Without Pay

- S5.2.5** For each full day taken as leave without pay, the staff member's pay for the day will be reduced by seven hours 36 minutes.
- S5.2.6** For each part of a day taken as leave without pay, the staff member's pay for that day will be reduced by the actual period of absence.
- S5.2.7** Unpaid absences, whether approved or not, shall not accrue time towards a RDO.

S5.3 Payment In Lieu Of RDOs Upon Termination Of Employment

- S5.3.1** Where a staff member ceases employment in accordance with Part Seven of this Agreement, and has accrued RDO credits that have not been utilised, such credits will be paid for.
- S5.3.2** Provided that where the paid period off has been taken in anticipation of credits, any shortfall as at the date of termination will be deducted from moneys due.

SCHEDULE 6 - OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

S6.1 INTRODUCTION

S6.1.1 The parties 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.

S6.1.2 The purpose of this Schedule is to:

S6.1.2(a) set out the responsibilities of the parties and staff members;

S6.1.2(b) recognise the University Occupational Health and Safety Policy Committee;

S6.1.2(c) establish a framework for resolution of health and safety issues at the school/department/unit level consistent with the workplace arrangements required under the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.

S6.1.3 The aim is to provide and maintain safety standards and practices which offer the highest, reasonably practicable, degree of protection based on current knowledge. As a minimum, the University's health and safety standards must conform to:

S6.1.3(a) any standards prescribed by relevant Commonwealth, State or Territory legislation; and/or,

S6.1.3(b) national standards and codes of practices such as those provided by the National Occupational Health and Safety Commission, Standards Australia, and the codes and guidelines of Comcare Australia

S6.2 RESPONSIBILITIES OF THE PARTIES

S6.2.1 The University

The University will provide a comprehensive occupational health and safety policy which will be revised every four years following due consideration of policy advice provided by the University's Occupational Health and Safety Policy Committee.

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 will 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 and to raise an occupational health and safety issue, without prejudice.

If a staff member becomes aware of an OHS matter of concern, the staff member should raise the issue with his or her supervisor and/or with the health and safety representative for his or her Designated Work Group for consideration by the local OHS committee.

S6.2.3 Union Parties

If a union party becomes aware of an OHS matter of concern, the union party will bring the matter to the University's attention, with a view to resolving the matter, prior to seeking redress through external legal or industrial avenues.

S6.3 STRUCTURAL ARRANGEMENTS

This Schedule acknowledges the principle that occupational health and safety goals can be facilitated by a three-tier structure to assist consultation between the University and its employees:

- S6.3(a)** health and safety representatives for the Designated Work Group, DWG;
- S6.3(b)** local or DWG OHS committees (and specific issue committees as determined by the OHS Policy Committee); and
- S6.3(c)** a University Occupational Health and Safety Policy Committee.

S6.3.1 Designated Work Groups

The University will establish and maintain Designated Work Groups in respect of employees of the University in compliance with the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.

S6.3.2 Health and Safety Representatives

Employees of a Designated Work Group may select one Health and Safety Representative and one Deputy Health and Safety Representative for the Designated Work Group in compliance with the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.

S6.3.3 Local or Designated Work Group OHS Committees

DWG OHS Committees will be established across the University with membership and functions in compliance with the *Occupational Health and Safety (Commonwealth Employment) Act 1991*.

S6.3.4 University Occupational Health and Safety Policy Committee

The University will maintain a joint Occupational Health and Safety Policy Committee (OHSPC) comprising representatives of the parties, for the organisation as a whole. The Committee will have the following terms of reference:

- S6.3.4(a)** to advise the Vice-Chancellor on policy matters concerning the occupational health and safety of University staff;

- S6.3.4(b)** to advise the Vice-Chancellor on projects and programs to implement relevant University policies and practices;
- S6.3.4(c)** recognising any resource implications, to advise on broad University priorities that should apply to proposed occupational health and safety projects and programs;
- S6.3.4(d)** to monitor outcomes and review actions taken to implement University occupational health and safety policies and practices; and
- S6.3.4(e)** to review University occupational health and safety reports including overall trends in accidents, injuries or diseases and matters referred by DWG OHS Committees on a regular basis.

SCHEDULE 7 - CONVERSION PROCESS FOR CASUAL, GENERAL STAFF MEMBERS

S7.1 Eligibility

S7.1.1 A casual, general staff member will be eligible to apply to have his or her employment converted to a non-casual appointment if, at or after 30 June 2004, he or she has been employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

S7.1.1(a) over the immediately preceding period of 12 months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or

S7.1.1(b) over the immediately preceding period of at least 24 months.

S7.1.2 For the purposes of this Schedule, occasional and short term work performed by the staff member in another classification, job or department (or equivalent) shall not:

S7.1.2(a) affect the employee's eligibility for conversion;

S7.1.2 (b) be included in determining whether the employee meets or does not meet the eligibility requirements.

S7.1.3 An employee must not be engaged and re-engaged nor have his or her hours reduced in order to avoid any obligation under this Schedule.

S7.2 Refusal to convert

S7.2.1 The University must not, unreasonably, refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

S7.2.1(a) the staff member is not, in accordance with S7.1.1, eligible to apply for conversion;

S7.2.1(b) the staff member was employed pursuant to 12.4;

S7.2.1(c) the staff member is a student, or has recently been a student, other than where his or her status as a student is irrelevant to his or her engagement and the work required;

S7.2.1(d) the staff member is a genuine retiree;

S7.2.1(e) the staff member is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);

- S7.2.1(f) the staff member has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;
- S7.2.1(g) the staff member does not meet the essential requirements of the position; or
- S7.2.1(h) the work is *ad hoc*, intermittent, unpredictable or involves hours that are irregular.

S7.2.2 Whether there are reasonable grounds to refuse conversion will depend upon the entirety of the circumstances in the particular case.

S7.3 Conversion to Non-Casual Employment

S7.3.1 Subject to sub-schedule S7.3.3 and sub-clauses 10 and 11, conversion may be:

S7.3.1(a) to a standard appointment or to a fixed-term appointment; and,

S7.3.1(b) on a full time basis or a part-time basis.

S7.3.2 The non-casual appointment will, subject to due consideration of the University's operational requirements and the desirability of offering the staff member work which is regular and continuous, be as consistent as is reasonably practicable with the pattern of work undertaken by the staff member during his or her casual appointment.

S7.3.3 Subject to this clause, the staff member's casual service will not count as service for the purpose of determining or calculating any entitlements except that casual service will be counted for the purpose of determining eligibility for unpaid parental leave in accordance with clause 37.

S7.4 Procedures

S7.4.1 Subject to S7.1.1 and S7.1.2, the staff member may apply to the University for conversion of his or her casual appointment to a standard or fixed term appointment.

S7.4.2 The staff member's application for conversion must be in writing.

S7.4.3 The University must decide to either:

S7.4.3(a) accept the application and offer the staff member a non-casual appointment;
or

S7.4.3(b) reject the application.

S7.4.4 The offer of conversion will constitute an offer of a contract of employment and will be consistent with clause 17 of the Agreement.

S7.4.5 If the University rejects the application, it must provide the staff member with written reasons for rejecting it.

S7.4.6 A staff member whose application for conversion has been rejected may seek a review of the decision under clause 69 within 10 working days of the written notification of rejection.

S7.4.7 A staff member whose application for conversion is rejected is not entitled to apply again within 12 months if:

S7.4.7(a) the staff member has not sought a review of the decision within 10 working days of notification of the rejection of the application for conversion; or,

S7.4.7(b) following the processes provided for in clause 69, the decision has been upheld.

S7.4.8 S7.4.7 applies except that a staff member may apply again within 12 months if:

S7.4.8(a) the initial rejection was solely based upon the ground set out in S7.2.1(e); and

S7.4.8(b) that ground ceases to apply.

SCHEDULE 8 - APPLICATION OF SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

S8.1 A staff member who:

S8.1(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, because of the effects of a disability on their productive capacity; and

S8.1(b) meets the impairment criteria for receipt of a Disability Support Pension;

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

S8.2 This clause does not apply to:

S8.2(a) an existing staff member who has a claim against the University which is subject to the provisions of workers' compensation legislation; or

S8.2(b) any provision of this Agreement relating to the rehabilitation of staff members who are injured in the course of their current employment.

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

S8.3(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";

S8.3(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;

S8.3(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;

S8.3(d) 'Assessment Instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

S8.4 A staff member to whom this clause applies will be paid in accordance with Schedule 3 and clause 20.6.

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

S8.5.1(a) the University and the unions party to this Agreement, in consultation with the staff member; or

S8.5.1(b) the University and an accredited assessor from a panel agreed by the parties to this Agreement and the staff member.

S8.6 The assessment instrument, including the percentage of the salary rate to be paid to the staff member, will be lodged by the University with the Registrar of the Australian Industrial Relations Commission.

S8.7 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessment capacity under the Supported Wage System.

S8.8 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Staff members covered by the provisions of this clause shall be entitled, on a pro-rata basis, to the same terms and conditions of employment as all other staff members covered by this Agreement.

S8.9 The University, when wishing to employ a person under the provisions of this clause, will take reasonable steps to make changes in the workplace to enhance the staff member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other staff in the area.

S8.10 Trial Period

S8.10.1 In order 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.

S8.10.2 During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a standard employment relationship shall be determined.

S8.10.3 The amount payable to the staff member during the trial period will be not less than 10% of the prescribed salary rate.

SCHEDULE 9 – TECHNICAL STAFF POOL

- S9.1** The University will introduce a Technical Staff Pool (TSP) to facilitate the retention of skilled and experienced technical people within the University.
- S9.2** The TSP will be a register of people from which the University may recruit staff to positions within the Stores or the Technical/Draughting/Illustrating classification streams (the “relevant streams”).
- S9.4** The University may offer a fixed term appointment of three years or less to a person registered with the TSP without having first undertaken the recruitment activity specified in clause 14.
- S9.5** A staff member who is employed on a fixed term appointment within the relevant streams may register with the TSP.
- S9.6** A fixed term staff member employed within the relevant streams may, upon notification that his or her fixed term appointment will not be renewed or extended, notify the TSP of the date of expiry of the fixed term appointment and that he or she will be available for future employment after that date.
- S9.7** A person who is registered with the TSP is not, solely by virtue of that registration, a staff member, nor does registration with the TSP guarantee future employment.
- S9.8** A person registered on the TSP will be treated as an internal applicant for the **purpose of applying for internally advertised University appointments.**
- S9.9** A person’s registration with the TSP will lapse if he or she is registered for twelve months without appointment.