The Australian National University Enterprise Agreement 2010 - 2012

ABOUT THIS AGREEMENT

- 1 <u>Title and Operation of the Agreement</u>
- 2 Application of the Agreement
- 3 Closed and Comprehensive Agreement
- 4 Objectives of the Agreement
- 5 Flexible Work Provisions

TYPES OF EMPLOYMENT

- 6 General Staff Recruitment and Engagement
- 7 Types of Appointment
- 8 Continuing Employment
- 9 Part time Employment
- 10 Senior Management Appointments
- 11 <u>Graduate Recruitment Development Program (GRDP)</u>
- 12 Continuing (Contingent Funded) Employment
- 13 Fixed Term Employment
- 14 Casual Employment

STARTING AT ANU

- 15 Contract of Employment
- 16 Supervisor
- 17 Probation
- 18 Hours of Work
- 19 Span of Hours
- 20 Entitlement to Breaks
- 21 Academic Freedom and Protected Disclosure
- 22 Academic Staff and Outside Work

SALARY AND BENEFITS

- 23 Salary
- 24 Incremental Salary Progression
- 25 Superannuation
- 26 Salary Sacrificing and Deductions
- 27 Overtime and Overtime Allowances
- 28 Shift Work and Shift Allowances
- 29 Higher Duties Allowance
- 30 Allowance Provisions
- 31 Recovery of Overpayments
- 32 Broadbanding

LEAVE AND CONDITIONS

- 33 Leave Provisions
- 34 Continuity of Service
- 35 <u>Annual Leave</u>
- 36 Personal Leave
- 37 Parental Leave
- 38 Grandparent Leave
- 39 Staff and Union Representatives
- 40 Other Leave Entitlements
- 41 Long Service Leave
- 42 <u>Public Holidays</u>
- 43 Christmas Closedown
- 44 Flexible Work Hours for General Staff

CAREER DEVELOPMENT AND PERFORMANCE

- 45 <u>Career and Performance Development</u>
- 46 Outside Studies Program
- 47 Study Provisions for General Staff
- 48 Review of Staff Appointment Category
- 49 Multi-skilling and Staff Transfer
- 50 Workloads

LEAVING ANU

- 51 <u>Transition to Retirement</u>
- 52 Notice of Resignation
- 53 General Notice Periods
- 54 Severance Pay
- 55 III Health Assessment
- 56 Redundancy
- 57 Voluntary Early Retirement Schemes

UNIVERSITY COMMITMENTS

- 58 Freedom of Association
- 59 <u>Anti-Discrimination</u>
- 60 Indigenous Employment
- 61 Environmental Sustainability
- 62 <u>Compensation for Loss or Damage to Personal Property</u>
- 63 Occupational Health and Safety Co-operation
- 64 Uniforms and Protective Clothing
- 65 Amenities

- 66 First Aid
- 67 Job Security
- 68 Classification and Salary Structure
- 69 <u>Managing Change</u>

ACHIEVING EXCELLENCE BY RESOLVING DIFFERENCES

- 70 <u>Managing Underperformance</u>
- 71 Managing Misconduct, Serious Misconduct, Serious Research Misconduct and Suspension
- 72 <u>Disciplinary Action</u>
- 73 <u>Grievance Resolution</u>
- 74 Review of Decision
- 75 Dispute Avoidance and Settlement

SCHEDULE 1: ACADEMIC STAFF SALARIES

SCHEDULE 2: SESSIONAL ACADEMIC STAFF SALARIES

SCHEDULE 3: GENERAL STAFF SALARIES

SCHEDULE 4: MINIMUM STANDARDS FOR ACADEMIC LEVELS

SCHEDULE 5: GENERAL STAFF CLASSIFICATION DESCRIPTORS

SCHEDULE 6: ALLOWANCES

SCHEDULE 7: APPLICATION OF SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

SCHEDULE 8: ANU STAFF WORKLOADS

ABOUT THIS AGREEMENT

What's in this Section?

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

1 TITLE AND OPERATION OF THE AGREEMENT

This agreement will be known as The Australian National University Enterprise Agreement 2010 - 2012. This Agreement will come into force on the date it is approved by Fair Work Australia and will have a nominal expiry date of 30 June 2012. The parties agree to commence negotiations for a replacement agreement not less than 3 months prior to the expiration of this agreement.

2 APPLICATION OF THE AGREEMENT

- 2.1 This Agreement is intended to cover:
 - The Australian National University (the University);
 - Any person employed by the University at any time when this Agreement is in operation, with exclusion of those outlined below (<u>clause 2.2</u>)
 - the Australian Liquor, Hospitality & Miscellaneous Workers Union (the LHMU);
 - the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (the AMWU);
 - the Media Entertainment and Arts Alliance (the MEAA);
 - the National Tertiary Education Industry Union (the NTEU); and
 - any other union where they have notified Fair Work Australia of their intention to be bound pursuant to the Fair Work Act 2009.
- 2.2 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 Live Performance Award 2010.

3 CLOSED AND COMPREHENSIVE AGREEMENT

- 3.1 This Agreement encompasses and deals with all matters provided for herein during its operation. The parties to this Agreement agree that there will be no further claims during the operation of this Agreement for its nominal life except where permitted by the Agreement.
- 3.2 This Agreement replaces the Varied Australian National University Enterprise Agreement 2005-2009.
- 3.3 This Agreement is a closed and comprehensive Agreement and subject to the National Employment Standards. To the extent of any inconsistencies between this Agreement and the National Employment Standards, the National Employment Standards will apply.

4 OBJECTIVES OF THE AGREEMENT

4.1 This Agreement is designed to assist the University to achieve the goals of the University Strategic Plan: ANU by 2010 and its successors.

4.2 As part of achieving its goals the University makes the following commitments: Through the relentless pursuit of excellence, The Australian National University will remain one of the world's top universities. To achieve this goal the University will work cooperatively with its staff. Development or modification of University policies will involve consultation with the University community, including the relevant unions, according to the Policy on Policies. The University recognises that its greatest assets are its staff and students, and that its capacity to support, develop and provide critique of Australian society will be greatest when intellectual freedom is exercised in a manner consistent with a responsible search for knowledge and its dissemination. The University will maintain a policy on Intellectual Property, which, among other things, recognises the moral and economic rights of staff and students.

The University will work towards an environment that is:

- supportive, nurturing, challenging, and motivating for staff and students;
- exemplary in its encouragement of excellence, equity and tolerance and the creation of a constructively analytical culture:
- free from bullying and as safe and secure as is reasonably practicable; and
- which encourages a genuinely collegial University, within which problems are shared and worked on collectively, and also within which staff members are encouraged to comment on the University's operations.
- 4.3 The University's highest educational priority is to develop the individual talents of its students through the quality of the learning experience provided. In an endeavour to establish a distinctive model of education based on self-directed learning the parties agree to participate in a review of existing education practices in order to improve the ANU student experience through a range of possible changes such as:
 - enhanced semester and timetabling flexibility;
 - alternate semester structures including the feasibility of a trimester system and/or an extended mid-year semester break to facilitate overseas student and staff exchanges and collaborations;
 - greater web-based education approaches such as on-line provision of lecture notes and other material;
 - changes to teaching and student contact such as reduced lectures and more small group contact; and
 - introduction of a compulsory induction model on the principles of university teaching for all academic staff new to teaching.
- 4.4 The managing change provisions of this Agreement will be used when implementing any initiatives developed under this review.
- 5 FLEXIBILE WORK PROVISIONS
- 5.1 It is acknowledged that flexibility is provided for throughout the Enterprise Agreement including but not limited to the following clauses:
 - Flexible types of appointment (<u>clauses 7 14</u>)
 - Family friendly leave provisions (clause 37 and 38)
 - Eligibility for casual conversion (clause 14.11 and clauses 14.18 14.30)
 - Review of staff appointment category (clause 48)

- Superannuation arrangements (clause 25)
- Salary sacrifice for superannuation (clause 26)
- Flexible work hours for general staff (clause 44)
- Purchase of and cash out of annual leave (clause 35.8)
- Voluntary early retirement schemes (<u>clause 57</u>).

Individual Flexibility Agreements

- 5.2 In addition to the above flexible work provisions, the University and a staff member covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if the arrangement:
 - (a) deals with arrangements about when tea breaks are taken: and
 - (b) meets the genuine needs of the employer and employee in relation the matter mentioned in paragraph (a); and
 - (c) is genuinely agreed to by the employer and employee.
- 5.3 The University must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the staff member being better off overall than they would be if no arrangement was made.
- 5.4 The University must ensure that the individual flexibility arrangement:
 - (a) is in writing;
 - (b) includes the name of the University and staff member;
 - (c) is signed by an authorised representative of the University and staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member;
 - (d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - iii. how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 5.5 The University must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.6 The University or staff member may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the University and staff member agree in writing at any time.

TYPES OF EMPLOYMENT

What's in this Section?

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

6 GENERAL STAFF RECRUITMENT AND ENGAGEMENT

- 6.1 Except in the circumstances referred to in <u>clauses 6.4</u> and <u>6.5</u>, or where the Director Human Resources authorises otherwise, vacancies for general staff positions will be advertised by the University.
- 6.2 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.
- 6.3 Prospective applicants should normally be given not less than 7 working days (external advertising) and 5 working days (internal advertising) to lodge a response to an advertisement.
- 6.4 Vacancies will be measured against staff seeking redeployment before recruitment action is undertaken. Subject to redeployment arrangements in <u>clause 56.7</u> where a person is assessed as having the skills and experience necessary to effectively perform the duties of the vacant position, that person will be transferred to the position as directed by the Director Human Resources.
- A fixed term general staff appointment of 12 months or less may be offered without advertisement provided that the area gives priority to suitably qualified staff members seeking rehabilitation, redeployment or transfer.
- Any person who has been employed at the ANU within the previous 12 months and is registered with the Casual Pool will have the status of internal applicants for advertised vacancies.

7 TYPES OF APPOINTMENT

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

- continuing employment clause 8;
- part time employment <u>clause 9</u>;
- senior management appointments clause 10;
- Graduate Recruitment and Development Program clause 11;
- continuing (contingent funded) employment clause 12;
- fixed term employment clause 13; and
- casual employment clause 14
- 7.1 Nothing in this Agreement limits the number or proportion of employees that the University may employ in a particular type of employment.

8 CONTINUING EMPLOYMENT

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

- 9 PART TIME EMPLOYMENT
- 9.1 Part time employment may be continuing, continuing (contingent funded) or fixed term.
- 9.2 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.
- 9.3 A part time general staff member will either:
 - (a) work a regular pattern of hours which totals less than the full time hours in a pay period; or
 - (b) have a regular pattern of employment which, over a specified period is equivalent to an agreed number of part time hours in a pay period, for which the staff member will be paid accordingly; or involves agreed periods of attendance on full pay and periods of stand-down without pay.

10 SENIOR MANAGEMENT APPOINTMENTS

- 10.1 Senior management appointment means employment in a senior management position excluded from certain conditions contained in this Agreement as listed in <u>clause 10.3</u>. A staff member appointed to a senior management position will have a performance-based employment contract and be employed in one of the positions in clause 10.2.
- 10.2 For the purposes of this Agreement, "senior management position" means one of the following positions howsoever titled, retitled or restructured from time to time:
 - the Deputy Vice-Chancellor, Pro Vice-Chancellor, Pro Vice-Chancellor (Research), Pro Vice-Chancellor (Education), and any other appointee to the senior management of the University as determined by Council from time to time;
 - a director of an ANU College or other body of the University as determined by Council from time to time;
 - a head of a Research School, Faculty, School of Art or School of Music;
 - a head of a Centre determined by the Council to be a University Centre;
 - a head of a Hall of Residence;
 - a head of an administrative division or cognate area of the University; any administrative unit, academic support
 unit or teaching and/or research centre which, during the life of this Agreement, is determined by Council to be of
 equivalent seniority to the specified positions;

who at the date of entry into the employment agreement with the University receives a salary package (excluding superannuation) of not less than \$127,500 (general staff) or \$147,900 (academic staff).

These amounts, effective from date of operation of this Agreement, will be indexed to the general rate of salary increases in this Agreement.

10.3 Clauses 17 (Probation), 23 (Salaries), 24 (Incremental salary progression), 18 (Hours of work), 69 (Managing change), 56 (Redundancy), 70 (Managing underperformance), 71 (Managing misconduct, serious misconduct, serious research misconduct and suspension), 72 (disciplinary action), 74 (Review of decisions), 53 (General notice periods), 54 (Severance pay), 29 (Higher duties allowance) and Schedule 6 (Allowances) of this Agreement will not

- apply to a staff member entering into an employment contract after 13 October 2000 for employment in a senior management position as defined above.
- 10.4 The University and the senior manager will be bound in regard to the matters contained in those clauses by the provisions of the contract between them.
- 10.5 Where the contract of a senior manager provides the right of reversion to a substantive position within the University, all the provisions of this Agreement will apply on reversion.

11 GRADUATE RECRUITMENT AND DEVELOPMENT PROGRAM (GRDP)

The University may offer employment to higher education institution graduates under a Graduate Recruitment and Development Program (GRDP), with an initial 12-month structured induction, training and development program including rotation to different work areas within the University or Division. Graduates employed under this program will have a commencing salary of ANUO3, Step 2. Following successful completion of this 12-month program, employment will be confirmed at the ANU Officer 5 step 3 salary level. Thereafter, the staff member will be eligible for salary progression in accordance with clause 24 (Incremental salary progression).

12 CONTINUING (CONTINGENT FUNDED) EMPLOYMENT

- 12.1 A fixed term staff member appointed to a position funded by contingent funding for a period of 12 months or more, and who is to be appointed to their second consecutive contract, shall be employed on a continuing (contingent funded) contract of employment in accordance with this provision.
- 12.2 'Contingent funding' is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 12.3 Not withstanding the above, a fixed term staff member may be appointed, at the discretion of the College Head, to continuing (contingent funded) employment using internal funds, where:
 - the use of internal funding is for a limited period; and
 - the area has a reasonable expectation that alternative contingent funding or a continuing appointment will become available; and
 - the alternative would be the separation of the staff member from their position with the University.
- 12.4 The following provisions do not apply to staff on continuing (contingent funded) employment:
 - (a) the consultation provisions of <u>clause 69</u> (Managing change), when funding for the contingent funded position ceases;
 - (b) <u>clause 53</u> (General notice periods) or <u>clause 56</u> (Redundancy) including payments that apply for staff on continuing contracts of employment; and
 - (c) conditions applying to staff members employed on fixed term contracts or employment schemes outlined elsewhere in this agreement.
- 12.5 Where the funding that supports a staff member's continuing (contingent funded) employment ceases:
 - (a) the University may transfer the staff member to another equivalent position;

- (b) if, during the notice period in <u>clauses 53.13 53.15</u> (Continuing (contingent funded) appointments notice periods and severance), the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;
- (c) if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made. By agreement, payment of leave may be delayed for nine weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.
- (d) at the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment in <u>clause 54</u> (Severance pay) will be made to the staff member.
- 12.6 It is not the intention of this clause that the conditions of employment of a staff member be worse than had they been employed on a fixed term position subject to contingent funding. That is, a staff member employed or converted to continuing (contingent funding) employment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a staff member on a continuing (contingent funded) basis unless:
 - (a) the contingent funding that supports the position ceases or is insufficient; or
 - (b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
 - (c) termination is under the probation or disciplinary provisions of this Agreement.
- 12.7 If a staff member's employment is terminated under <u>clause 12.6 (a) and (b)</u> above, and the staff member is eligible under this Agreement, the staff member will be provided notice and severance payments under <u>clause 53</u> (General notice periods) and <u>clause 54</u> (Severance pay).

13 FIXED TERM EMPLOYMENT

- 13.1 'Fixed term employment' means employment for a specified term where the employment contract specifies the start and finish dates of that employment. Where a fixed term appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) that results in employment ceasing.
- 13.2 The use of fixed-term employment is limited to the employment of a staff member engaged in work activities that come within the description of one or more of the following circumstances:
 - (a) specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it also includes a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
 - (b) research work by a staff member engaged on research intensive functions for:

- i. a general staff contract period not less than 3 months and normally not more than 3 years except where funding is directly attached to external grants secured for up to 6 years; and
- ii. an academic staff contract period not exceeding 5 years.
- (c) new organisational arrangement where a general staff member is employed for up to 12 months until the practicality of permanently filling the position is known dependent on the continuing operation of the area.
- (d) Employment schemes clause 13.7
- (e) Research Academic Staff Career Employment clause 13.8

Options at expiry of Fixed Term Appointment

- 13.3 A fixed term staff member will be offered further work if available in the relevant position except if employed under an employment scheme (clause 13.7), provided that:
 - there is funding security for the position;
 - the staff member had had satisfactory performance; and
 - the staff member was initially employed after a normal competitive selection process for the relevant type of position.
- 13.4 A staff member with more than 12 months continuous service may apply for conversion to a continuing appointment not less than 3 months prior to the fixed term appointment expiring subject to:
 - the staff member having had satisfactory performance;
 - further work being available in the relevant position;
 - funding security for the position;
 - the staff member initially being appointed after a normal competitive selection process for the relevant type of position; and
 - the number and quality of the candidates when the position was initially advertised who would merit ongoing appointment.

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

- 13.5 The above does not prevent the Director Human Resources making an offer of further employment at his or her discretion. Where this further employment is fixed term, this does not prevent the staff member being considered eligible for conversion or for severance payments.
- 13.6 Where a general staff member has been employed under clause13.2 (b) (i) above, the appointment can be extended only once for a period not exceeding 12 months except where the continuation of identifiable external funding is subject to milestone reviews. Except for extensions due to milestone reviews, where the duties of the fixed term position continue unchanged or substantially unchanged, any further appointment to the position will be a continuing appointment.

Employment Schemes

13.7 The University may employ a staff member on one of the following fixed term employment schemes, which do not attract severance payments:

- (a) 'Replacement Employee Scheme' is a scheme which allows for employment of a staff member to undertake the work of another staff member absent on leave or temporary transfer, or perform the duties of a vacant position where recruitment action has commenced, or perform the duties of a position where the substantive occupant is performing higher duties in a vacant position for which recruitment action has commenced.
- (b) 'Professional Practice Scheme' is a scheme where a curriculum in professional or vocational education requires that work be undertaken by a person who has practical or commercial experience. Employment periods on this scheme will not total more than 2 years.
- (c) 'Career Entry Development Scheme' means employment of a new staff member who may or may not have completed Year 12, or tertiary studies, and the University considers it appropriate to enter into arrangements concerning their studies while they earn a salary and develop on-the-job skills. The Career Entry Development Scheme does not apply to graduate students employed by the University (e.g., as tutors, demonstrators, part-time academic members of staff, or in research assistant positions).
- (d) 'Student Internships Scheme' is a scheme to provide career development opportunities for university students. Employment will be offered on a general staff fixed term basis within the ANU Officer 3 salary level.
- (e) 'Student Employment Scheme' is a scheme where a student is employed to perform work generally related to their course, for the period of their course, including any short period thereafter.
- (f) 'Apprenticeship Scheme' is a scheme where a person is employed as an apprentice for a time to complete disciplines to obtain recognition in their chosen trade/vocation.
- (g) 'Trainee Technical Officer Scheme' is a scheme where a staff member is employed for a specified period to complete a prescribed course of study. The traineeship may be extended by agreement between the University and the trainee due to illness or where there is the need for additional time to complete the relevant course/s.
- (h) 'Trainee Scheme' is a scheme where a staff member is employed for a fixed term to complete an approved training course or training program. A trainee will be employed subject to an agreement made between the University and the trainee and registered with the relevant State or Territory Training Authority.
- (i) 'Pre-Retirement Scheme' is where a staff member declares his or her intention to retire, and enters into a contract with a cessation date on or around their stated retirement date.
- (j) 'Rehabilitation Scheme' is a scheme to assist in rehabilitation of fixed term staff members who have suffered a work related injury.

Research Academic Staff Career Employment

- 13.8 Research Academic Staff Career Employment (RASCE) means academic employment at Levels A, B, or C, predominantly for research and subject to the following:
 - (a) the employment of academic staff under RASCE will be for an initial period of 7 years, with the option of renewal or conversion at the end of the initial employment agreement if the criteria set out below are met;
 - (b) during the first year of employment, the academic staff member will be engaged almost entirely on research activities (other than teaching on an occasional basis). For the remaining 6 years, the contact teaching load will

not exceed an average of 40% of that which would apply to a comparable continuing teaching-and-research position for the same classification, academic area and fraction.

- 13.9 Six months prior to the end of the 7-year period of employment, the University will decide either to:
 - (a) terminate the employment (in which case the staff member will receive a severance payment applicable to fixed term staff); or
 - (b) convert the employment to a continuing appointment; or
 - (c) engage the staff member for a further 7-year appointment under the same terms as the initial employment; or
 - (d) where relevant provide notice of termination for the employment to end at a later date than the end of the initial 7-year period, to complete a research project on which the staff member is currently employed.
- 13.10 In making this decision, the University will have regard to the security of funding of the relevant academic area or activities in relation to the mix of continuing, RASCE and fixed term employment, the performance of the staff member, as well as other relevant factors. The University will not unreasonably refuse a request for conversion to continuing employment or for a further 7-year period, to which all of the above conditions apply. A staff member will not be engaged on more than two such fixed term periods of employment.
- 13.11 A staff member on a RASCE will have the same conditions of employment as a staff member with continuing employment, except for termination on the grounds for redundancy or unless otherwise specified above.

14 CASUAL EMPLOYMENT

- 14.1 The University acknowledges the contribution that casual general staff and sessional academic staff make to the success of the University.
- 14.2 Where practical, casual and sessional staff will be provided with reasonable access, commensurate with available resources, to University facilities to enable them to perform University work. These include access to the library, email and internet, a working space, and out-of-hours access to the office as appropriate.
- 14.3 The University agrees to work with nominated union and staff representatives to develop guidelines on sessional staff rates to assist in achieving a more consistent approach to the application of sessional staff salary rates across the University.
- 14.4 The University supports assisting suitability qualified casual and sessional staff to obtain either part time or full time employment within the University where suitable vacancies arise. Existing casual and sessional staff employed at the time of advertisement of a vacancy in the University will be eligible to apply for such vacancies. Due consideration of the contribution and experience of suitably qualified casual and sessional staff will be given by selection panels when assessing applications for such ongoing full time and part time positions.
- 14.5 A casual appointment is one where the employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.
- 14.6 An essential feature of casual appointments is that there is no expectation of continuity of employment and the appointment may be terminated in accordance with <u>clause 53.6</u> (General notice period).
- 14.7 A casual staff member will be paid a casual loading of 25% in lieu of all paid leave entitlements, including long service leave.

Employment conditions for sessional academic staff

- 14.8 The University supports the reasonable inclusion of academic and sessional staff in the relevant activities of the University in terms of attending staff meetings and other related academic activities. If attendance at staff meetings and other related academic activities is required the staff member will be paid the hourly rate specified in S2.12 (Other required Academic activity) for such attendance.
- 14.9 Casual academic staff employed for lecturing, demonstrating and tutoring will:
 - not be responsible for the engagement of other staff;
 - not be required to engage in research duties (for the purpose of this clause preparation for teaching and course/subject development is not regarded as research);
 - only be involved in administration to the extent that is necessary to support their primary teaching related function;
 - not be responsible for the supervision of other staff;
 - not have sole academic or decision making responsibility for the development of an on-line teaching and learning course; and
 - be paid at the rates specified in <u>Schedule 2</u> (Sessional academic staff salary rates) of this Agreement, which include the loading specified in <u>clause 14.7</u>.
- 14.10 A casual/sessional academic staff member will not normally be engaged by the University for teaching activities (e.g. lectures, tutorials or demonstrations, including preparation, assessment and marking time) for more than 20 hours per week.

Eligibility for casual sessional staff conversion

14.11 A casual sessional academic staff member will be eligible to have his or her employment converted to a non-casual appointment if he or she has been employed on a regular and systematic basis in the same or similar classified position in the same (or a similar) academic organisational unit or equivalent during the preceding 12 months provided that it is reasonably likely that the employment will be ongoing.

Employment conditions for casual general staff

- 14.12 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.
- 14.13 A casual general staff member may be appointed where the work involves a regular pattern of hours or is on a regular basis where:
 - (a) the appointment is to replace a continuing, continuing (contingent funded) or fixed term staff member who is absent from work, in which case the duration of the appointment must not exceed the period of such absence; or
 - (b) the appointment is to fill a vacancy during a selection process; or
 - (c) the duration of the appointment is for less than 6 months; or
 - (d) the number of regular hours per fortnight is less than 14.

14.14 The minimum engagement for a casual, general staff member is 3 hours except as follows:

Type of staff member	Minimum engagement per day
Child care workers	2.5 Hours
Hospitality, cleaners, actors, aged and disability care workers	2 Hours
Security officers, building/maintenance workers, tradespersons (other than electricians) grounds/garden workers, pastoral and farm workers	1 Hour
Scribes/note takers, attendants/employees in residential colleges or Halls of Residence	
Nurses, nurse educators, nurse managers or nursing consultants	
A staff member who has another primary occupation with another employer or the University	

- 14.15 A staff member who is a student (including a postgraduate student), and who is expected to attend the University on the day in question in his or her capacity as a student shall have a minimum engagement of 1 hour.
- 14.16 Without limiting the scope of this clause, for the purpose of this clause a student will be taken as being expected to attend on any Monday to Friday during the main teaching weeks of the University, other than public holidays.
- 14.17 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 <u>clause 14.14</u> (Minimum engagement).

Eligibility for casual general staff conversion

- 14.18 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:
 - (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
 - (b) over the immediately preceding period of at least 24 months.
- 14.19 For the purposes of this provision, occasional and short-term work performed by the staff member in another classification, job or organisational area (or equivalent) shall not:
 - (a) affect the employee's eligibility for conversion;
 - (b) be included in determining whether the employee meets or does not meet the eligibility requirements.
- 14.20 An employee must not be engaged and re-engaged nor have his or her hours reduced in order to avoid any obligation under this provision.

Procedure for casual general staff conversion to non-casual employment

- 14.21 The University must not, unreasonably, refuse an application for conversion to non-casual employment. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
 - (a) the staff member is not eligible to apply for conversion;
 - (b) the staff member was employed pursuant to <u>clause 14.12</u> (Employment conditions for casual general staff);
 - (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;
 - (d) the staff member is a genuine retiree;
 - (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);
 - (f) the staff member has a primary occupation with the University or elsewhere, either as an employee or as a selfemployed person;
 - (g) the staff member does not meet the essential requirements of the position; or
 - (h) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.
- 14.22 Whether there are reasonable grounds to refuse conversion will depend upon the entirety of the circumstances in the particular case.
- 14.23 Subject to <u>clause 14.24</u> (below) and <u>clauses 14.18 14.20</u> (Eligibility for casual general staff conversion), casual employment may be converted:
 - (a) to a continuing or continuing (contingent funded) appointment or to a fixed-term appointment; and
 - (b) on a full time basis or a part time basis.
- 14.24 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.
- 14.25 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 <u>clause 37</u> (Parental leave).

Procedures

- 14.26 Subject to <u>clauses 14.18 14.20</u> (Eligibility for casual general staff conversion), the staff member may apply to the University for conversion of his or her casual appointment to a continuing, continuing (contingent funded) or fixed term appointment. The staff member's application for conversion must be in writing. The University must decide to either:
 - (a) accept the application and offer the staff member a non-casual appointment; or
 - (b) reject the application.

- 14.27 The offer of conversion will constitute an offer of a contract of employment and will be consistent with <u>clause 15</u> (Contracts of employment other than senior management contracts). If the University rejects the application, it must provide the staff member with written reasons for rejecting it.
- 14.28 A staff member whose application for conversion has been rejected may seek a review of the decision under clause 74 (Review of decisions) within 10 working days of the written notification of rejection.
- 14.29 A staff member whose application for conversion is rejected is not entitled to apply again within 12 months if:
 - (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,
 - (b) following the processes provided for in clause 74 (Review of decisions), the decision has been upheld.
- 14.30 A staff member may apply again within 12 months if the initial rejection was solely based upon the ground set out in clause 14.21 (e) (above), and that ground ceases to apply.

STARTING AT ANU

What's in this Section?

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

15 CONTRACT OF EMPLOYMENT

Contracts of employment other than senior management contracts

- 15.1 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.
- 15.2 The contract of employment must contain information as follows:
 - (a) for a staff member other than a casual employee:
 - i. the classification level and salary of the staff member on commencement of the employment;
 - ii. the hours or the fraction of full time hours to be worked; and
 - iii. where the employment includes a probationary period, the length and terms of the probation;
 - (b) for a fixed term staff member, the circumstance(s) referenced in <u>clause 13.2</u> (Fixed term employment) under which the staff member is employed.
 - (c) for a casual staff member:
 - i. the duties required;
 - ii. the number of hours required;
 - iii. the classification level and rate of pay for each duty required;
 - iv. a statement that any additional duties required during the term will be paid for at the rate of pay appropriate to the classification level of the additional duties; and
 - v. for a casual sessional 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 clause 14.11; or
 - vi. 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 <u>clauses 14.18 14.20</u> (Eligibility for casual general staff conversion).
 - (d) grounds for termination in accordance within the 'leaving ANU' section of this Agreement; and
 - (e) other main conditions of employment including the identity of the employer, the legal and/or administrative sources from which those conditions arise, the duties and supervisor of the position.
- 15.3 The University will provide each staff member eligible to be covered by this agreement, and who is on an Australian Workplace Agreement or Individual Transitional Employment Agreement, an offer to terminate their Australian Workplace Agreement or Individual Transitional Employment Agreement within one month of the approval of this agreement by Fair Work Australia. Thereafter, the University will facilitate the request of any eligible staff member to terminate an Australian Workplace Agreement or Individual Transitional Employment Agreement.

16 SUPERVISOR

- 16.1 'Supervisor' means the nominated person who provides direction to the staff member on behalf of the University.
- 16.2 Each staff member will have a nominated supervisor and will be advised in writing of the position of that person. The supervisor of an academic staff member will normally be the head of the academic unit in which the staff member is employed, and University policy will prescribe how alternative supervisors (at least at Level C or above) for academic staff can be appointed. The College Head (or delegate such as the School Director) may be regarded as the supervisor in instances of managing underperformance and misconduct.
- 16.3 The University will provide appropriate training for supervisors.

17 PROBATION

- 17.1 The purpose of probation is to provide a period at the commencement of employment in which a probationary staff member's suitability to the position, to the University and to the particular workplace can be assessed. During a probation period, the University will offer appropriate support, development opportunities and feedback to assist the probationer to achieve confirmation of employment.
- 17.2 A staff member, other than a casual, may be required to serve a probation period. Any second or subsequent fixed term offer of employment for the same position will not contain a probation period. Where a probationary period applies, the staff member's employment agreement will specify the period and conditions of the probation.
- 17.3 Confirmation of employment may be approved at any time during the probationary period. Confirmation of a probationary period will be deemed confirmed where a staff member is promoted or reclassified (general staff) to a higher level during a probationary period.
- 17.4 Except in a case of serious misconduct, a probationer whose employment is annulled will be given notice in accordance with <u>clause 53</u> (General notice periods).

Probation periods

17.5 The length of the probation period will be reasonable, having regard to the nature and circumstances of the offer of employment and will not exceed the following:

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, extendable up to 6 months or 6 months which ever is the lesser
Academic staff continuing	up to 3 years initially, extendable to a maximum of 4 years
Continuing (contingent funded) employment	If on conversion to a continuing (contingent funded) employment contract, the staff member's fixed term appointment had been confirmed through a probation process – No further probation period is required.
	Otherwise a maximum of 25% of the period of the fixed term appointment or a maximum of 18 months, whichever is the lesser applies.
General staff continuing	up to 6 months initially, extendable to a maximum of 9 months

	12 month probation for the development program referred to in clause 11 (Graduate Recruitment and Development program)
Student Internships	one sixth of the fixed term appointment but not less than 3 months

- 17.6 The University has and applies a procedure on probation, which provides for regular meetings between the supervisor and a probationer, appropriate documentation and the opportunity for feedback and assessment. These procedures also assist the probationer to successfully complete the probationary period.
- 17.7 A staff member will be advised at least 10 days prior to the end of the probation period of confirmation or annulment of the employment, or extension of the probation.

Probation procedures

- 17.8 A copy of the staff member's position description and the University's Code of Conduct will be provided to the probationer upon his or her commencement.
- 17.9 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.
- 17.10 During the probation period the supervisor will conduct further probation meetings with the probationer, as required.
- 17.11 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 to a reasonable plan to assist the probationer to achieve the performance standards within the remaining probationary period.
- 17.12 Following a probation meeting the supervisor will provide the probationer with a written report outlining the outcomes of the meeting.

Where performance standards have been met

- 17.13 Where the supervisor assesses that the probationer's performance, conduct and suitability are satisfactory, the supervisor will either:
 - 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
 - recommend to the delegate that the probationary period is completed.
- 17.14 If the supervisor recommends confirmation the delegate may:
 - seek further supporting information prior to making a decision; or
 - confirm the appointment.

Where performance standards have not been met (other than continuing academic appointments)

- 17.15 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:
 - (a) that the performance standards have not been met and outline the deficiencies;
 - (b) that the probationer's performance, conduct and suitability will be closely monitored during a "review period" and outline the timeframe for the review period;
 - (c) of the expectations for improving in accordance with the performance standards; and
 - (d) that if the performance standards are not met the probationer's employment may be terminated (annulled).
- 17.16 If, following the review period as outlined in <u>clause 17.15 (b)</u> above, the supervisor assesses that the probationer's performance, conduct or suitability remains unsatisfactory, the supervisor must, at least 10 working days prior to the end of the probationary period, recommend to the delegate that either:
 - (a) the employment be terminated (annulled); or
 - (b) the probation period be extended provided that:
 - i. the probation period may be extended in accordance for a period up to the maximum period allowed (clause 17.5); and
 - ii. the extension is applied to give the probationer additional opportunity to meet the performance standards.
- 17.17 The probationer will be given an opportunity to respond to the supervisor's recommendation.
- 17.18 Following consideration of the supervisor's recommendation and any response given by the probationer, the delegate (or College Head / Divisional Director where the supervisor is the delegate) may recommend to the Director Human Resources that the employment be terminated.
- 17.19 The Director Human Resources will either:
 - (a) annul the employment; or
 - (b) direct that the probation period continue, provided that the total period of probation does not exceed the maximum period specified.

Probation procedures where performance standards have not been met - continuing academic employment

- 17.20 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:
 - (a) that the performance standards have not been met and outline the deficiencies;
 - (b) that the probationer's performance, conduct and suitability will be closely monitored during a "review period" and outline the timeframe for the review period;
 - (c) of the expectations for improving in accordance with the performance standards; and
 - (d) that if the performance standards are not met the probationer's employment may be terminated (annulled).
- 17.21 If, following the review period as outlined in <u>clause 17.20 (b)</u> above, the supervisor assesses that the probationer's performance, conduct or suitability remains unsatisfactory, the supervisor must, at least 10 working days prior to the end of the probationary period, recommend to the delegate that either:

- (a) the employment be terminated (annulled); or
- (b) the probation period be extended provided that:
 - iii. the probation period may be extended in accordance for a period up to the maximum period allowed (clause 17.5); and
 - iv. the extension is applied to give the probationer additional opportunity to meet the performance standards.
- 17.22 The probationer will have an opportunity to respond to the supervisor's recommendation.
- 17.23 Following consideration of the supervisor's recommendation and any response given by the probationer the delegate will:
 - (a) where the supervisor has recommended the withholding of an incremental salary progression, decide whether or not to withhold the increment; and either:
 - i. extend the probation period, provided that the total period of probation does not exceed the maximum period specified; or
 - ii. refer the recommendation to a Probation Committee for consideration.

<u>or</u>

- (b) decide to extend the probation period, the probationer and the supervisor must agree to 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.
- 17.24 If the delegate decides to refer the recommendation to a Probation Committee, the matter will be referred to a Probation Committee within 5 working days.
- 17.25 The Probation Committee will be convened by the Delegate and comprise:
 - a nominee of the probationer's College Head or Divisional Director (chair);
 - a member of the probationer's work area*;
 - a staff member holding continuing employment from a cognate discipline, outside the work area*; and
 - such additional members as the College Head or Divisional Director may determine*.
 - * normally a staff member with continuing employment at the same level or a higher level than the probationer.
- 17.26 The Probation Committee will consider any relevant documentation and must report in writing to the Delegate recommending that:
 - (a) the employment be terminated (annulled); or
 - (b) the probationary period cease; or
 - (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 (clause 17.5).
- 17.27 Where the Probation Committee recommends extension of the probation period, 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.

- 17.28 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.
- 17.29 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:
 - (a) advise the chair of the Probation Committee that the required performance improvement has occurred and recommend cessation of the probation period, 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
 - (b) advise the chair of the Probation Committee that the required performance improvement has not occurred and recommend termination of employment. Following receipt of such advice, the chair of the Probation Committee will recommend to the Delegate that the employment be terminated (annualled).
- 17.30 Where the Delegate supports the recommendation for the employment to be terminated, the documentation will be forwarded to the Director Human Resources to determine whether the employment be terminated.
- 17.31 A decision to terminate (annul) a staff members employment is subject to review in accordance with <u>clause 74</u> (Review of decision).

18 HOURS OF WORK

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

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

19 SPAN OF HOURS

19.1 The following spans of hours provides the University's work areas with flexibility to meet varying workplace requirements:

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
Administration, Engineering, Information Technology, Library, Professional, Research, Stores, Technical/Draughting/Illustrating	8.00am to 6.00pm
Hospitality	6.30am to 7.30pm

The spans of hours reflect the times that work is paid at ordinary time rates.

19.2 The ordinary hours of work for a night assistant who is rostered on night work at the Mount Stromlo and Siding Spring Observatories may exceed 35 in a week provided that: they do not exceed 70 hours in a fortnight commencing on the day on which the night work begins; and such night work begins not earlier than 30 minutes before evening astronomical twilight and ends not later than 30 minutes after morning astronomical twilight on any day. Where night work is impracticable, a rostered night assistant may be employed on daytime duties. Overtime will be in accordance with clause 27.9 (Overtime).

20 ENTITLEMENT TO BREAKS

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

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

21 ACADEMIC FREEDOM AND PROTECTED DISCLOSURE

- 21.1 The University supports and upholds the concept and practice of academic freedom in accordance with the University Code of Conduct policy (dated 26 March 2010). Further, the University supports all staff engaging in active and frank internal debate and consultation, and the right of its staff to freely participate in such debate.
- 21.2 In addition, the University supports the ability of all staff to raise matters relating to alleged corrupt conduct or maladministration in accordance with the ANU Protected Disclosures policy (dated 1 February 2003).

22 ACADEMIC STAFF AND OUTSIDE WORK

Where an academic staff member is contemplating or undertaking fee paying consultancies, teaching or training (including executive training) work outside the University and the staff member publicises their affiliation with the ANU the staff member must:

- (a) declare and discuss any potential for a conflict of interest with their supervisor; and
- (b) seek approval of the delegate under the 52-Day Rule policy to undertake such work.
- 22.2 Where the University determines that a conflict or potential conflict of interest exists for an activity not approved under the 52-day rule, the University may direct the staff member to:
 - (a) cease or not undertake such work; or
 - (b) in some circumstances, convert their ANU employment to a fractional appointment to ensure this work is not in conflict with their employment at the University; or
 - (c) negotiate to pay a "royalty" payment as determined by the University for the use of the University's name and reputation for excellence while the staff member holds their University appointment and undertakes such outside work.
- 22.3 A staff member may seek a review of the decision in accordance with clause 74 (Review of decisions).

SALARY AND BENEFITS

What's in this section?

This section contains information about:

- Salary;
- Incremental progression;
- Superannuation;
- Salary Packaging;
- Overtime and Overtime Allowance for General Staff;
- Shift work and Shift Allowances;
- Higher Duties Allowance;
- Allowances:
- · Casual Employment; and
- Recovery of Overpayments.
- 23 SALARY
- 23.1 Salaries (including overtime and special loadings, if any) will be paid fortnightly.
- 23.2 Not withstanding the above, the University may offer deferred salary arrangements in accordance with University policy.
- 23.3 The salary increases listed in the following table will apply to all University staff members with the exclusion of those listed in the Simulated Patient Schedule (Schedule 3.4).

Increase	Date of Effect
2%	24 December 2009
2%	8 July 2010
3.5%	7 July 2011
4.5%	5 July 2012

23.4 Revised salary rates are set out in Schedule 1, 2, 3 and clause 11 as follows:

Schedule 1 Academic staff

Schedule 2 Casual sessional academic staff

S3.1 of Schedule 3 General staff

Staff at University House and the hospitality stream in Halls of Residence

S3.4 of Schedule 3 Casual staff employed as simulated patients

<u>Clause 11</u> Graduate recruitment development program participants

23.5 Staff who have not progressed to the salary structure introduced on 5 March 2009 due to formal action under <u>clauses</u> <u>70</u> (Managing Underperformance), <u>71</u> (Managing Misconduct, Serious Misconduct, Serious Research Misconduct and Suspension) or <u>72</u> (Disciplinary Action) that resulted in a withheld increment will continue to be paid at their

- current level under the previous agreement (adjusted for the increases in <u>clause 23.3</u>) until the formal action determines that they will progress to the next increment.
- 23.6 Staff who have not progressed to the salary structure introduced on 5 March 2009 due to an absence on leave without pay or unpaid parental leave will continue to be paid at their current level under the previous agreement (adjusted for the increases in <u>clause 23.3</u> above) until they have accumulated the service required to progress to the next increment.

Academic Level A appointments

- 23.7 A research only Level A staff member will be paid a salary not less than A4.
- 23.8 A staff member at level A will be paid a salary not less than the A6 rate where he or she is required to carry out full subject coordination duties as part of normal duties.
- 23.9 A staff member at level A will be paid a salary not less than the A8 rate where he or she upon appointment holds, or during appointment is awarded, a relevant doctoral qualification.
- 23.10 From 1 January 2012 all staff members employed at Level A who hold a relevant doctoral qualification and undertake academic research with a level of independence commensurate with that of an ARC/NHMRC postdoctoral fellow will be paid a salary loading which will take their salary to that equivalent to someone appointed at Level B2. They will continue to receive their Level A salary plus the salary loading until they are promoted to Level B, at which time they will receive a salary of B2 but no loading. Such staff members are eligible to apply for promotion.
- 23.11 Research staff employed without any expectation of undertaking academic research with a level of independence commensurate with that of an ARC/NHMRC postdoctoral fellow will be paid according to the general staff research stream regardless of whether or not they hold a doctoral qualification.

Salaries - casual general staff

23.12 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 applicable to the appropriate ANU Officer level plus 25% casual loading as per clause 14.7 (Casual employment loading). A staff member with prior experience and/or enhanced skills and knowledge may be appointed at any salary step within the relevant level.

Salaries - casual/sessional academic staff

- 23.13 A casual/sessional academic staff member will be paid at the rates set out in <u>Schedule 2</u> (Sessional academic staff salary rates), which include the casual loading referred to at <u>clause 14.7</u>.
- 23.14 A casual/sessional academic staff member will be paid within 22 days of submitting a valid and completed claim for payment to the appropriate Departmental representative of the University.
- 23.15 An academic sessional staff member will be entitled to a Teaching Experience payment at the next highest salary point in the salary range where the staff member:
 - (a) has been employed doing substantially similar work, normally in excess of four semesters,
 - (b) has acquired the skills, experience and knowledge that has resulted in an improved student experience during this time, and

(c) demonstrates ongoing satisfactory performance, including satisfactory student assessments where relevant.

The Teaching Experience payment will be subject to the conditions in (b) and (c) above being maintained.

Salaries - apprentices, trainee technical officers and trainees

23.16 Apprentices and trainees technical officers employed in accordance with <u>clause 13.7</u> (Employment schemes) will be paid a rate in accordance with the following table:

Period	Apprentice (% of base rate of ANUO3)	Adult apprentice (% of base rate of ANUO3)	Trainee technical officer (% of base rate of ANUO4)	Adult trainee technical officer (% of base rate of ANUO4)
First 6 months	55	(note base will be new)	87.5	92
Second 6	65, subject to University	89 subject to University	87.5	92
months	satisfaction with performance	satisfaction with performance		
2nd year	75	92	92	96
3rd year	85	95	96	98
4th year	96	98	96	98

- 23.17 Apprentice and trainee technical officer definitions:
 - (a) an apprentice or trainee technical officer is a person who has immediately left school and will be paid at the non-adult base rate specified in the above table.
 - (b) an adult apprentice or trainee technical officer who is 21 years of age or over will be paid the adult rate specified in the table above.
 - (c) school means secondary education that may be facilitated through CIT, TAFE or an equivalent institution where a student qualifies for a leaving certificate.
- 23.18 The University will appoint an apprentice or trainee technical officer in accordance with the appropriate corresponding year, subject to the following:
 - (a) the University recognises that apprentices or trainee technical officers may have accelerated advancement with respect to the completion of their accreditation by the appropriate authority.
 - (b) the parties agree that the commencement salary for an apprentice or trainee technical officer should reflect their skill level and recognised prior learning (RPL). This needs to be supported by objective assessment provided by an appropriate training authority. Where the training authority confirms that an apprentice or trainee technical officer has skill levels appropriate with a higher entry point, the University will engage an apprentice or trainee technical officer at that point. In most cases, this will be either the second 6 months of Year 1 or starting salary at Year 2.

- (c) an apprentice or trainee technical officer may approach the University to be evaluated for appointment to an advanced year if they claim to have advanced training and experience for their current or proposed year of appointment. The University will then arrange an evaluation by an appropriate training authority to determine what year the apprentice or trainee technical officer should be appointed.
- (d) with respect to the above, CITC or another recognised training authority will be used for the skills and competency assessment for the appointment of an apprentice or a trainee technical officer consistent with their years of training and experience.
- 23.19 Trainees employed in accordance with <u>clause 13.7</u> (Employment schemes) will be paid a rate in accordance with the following table:

Years out of School	Salary (% of an ANUO3 base salary)		
	Highest year of schooling completed		
	Year 10 or 11	Year 12	
1	42	51	
2	51	60	
3	60	69	
4	69	79	
5 or more	79	79	

- 23.20 Years out of school are determined on 1 January and include any period of schooling, which does not result in a completed year of schooling.
- 23.21 With respect to the above, a trainee who subsequently completes year 12 after commencing their traineeship shall not be paid less than the rate applicable had they not completed year 12.

24 INCREMENTAL SALARY PROGRESSION

- 24.1 Incremental progression through the salary structure within a classification requires the staff member's acquisition of new skills, experience, knowledge and satisfactory performance against an agreed Statement of Expectations.
 Supervisors will provide reasonable assistance and opportunity to staff members to achieve salary progression.
- 24.2 A staff member is eligible to be paid at the next salary step within the relevant level on the anniversary of commencement, subject to:
 - 12 months continuous service in the case of annual increments (excluding leave without pay).
 - 24 months continuous service in the case of the biennial increments in clause 24.3 (excluding leave without pay).

An increment will only be withheld where action has commenced under clause 17 (Probation), 70 (Managing Underperformance) or 71 (Managing Misconduct, Serious Misconduct, Serious Research Misconduct and Suspension) until the supervisor is satisfied that the staff member's performance and/or behaviour is assessed as satisfactory.

- 24.3 From 5 March 2009 incremental progression will be biennial for all academic staff and general staff at ANU 6 and above.
- 24.4 Casual staff are not entitled to incremental progression but a Teaching Experience payment under <u>clause 23.14</u> (Salaries casual/sessional academic staff) may be payable.

25 SUPERANNUATION

- 25.1 The University will maintain employer superannuation contributions to UniSuper for all eligible current and new staff.
- 25.2 The University will maintain employer superannuation contributions to the Commonwealth Superannuation Scheme (CSS) and the Public Service Superannuation Scheme (PSS) for all eligible current staff who are pre-existing ANU members of these schemes.
- 25.3 Full and part time staff members on continuing or continuing (contingent funded) appointments are eligible for UniSuper membership and entitlements.
- 25.4 Subject to <u>clause 34</u> (Continuity of Service), full time and part time staff members on fixed-term appointments of 12 months or more, or who have 12 months continuous service are eligible for UniSuper membership and entitlements. The University will not set the term of a fixed term appointment with the aim of avoiding the payment of 17% superannuation contributions.
- 25.5 The University will pay 17% of salary to UniSuper for all current and new staff who are eligible to be members of UniSuper and eligible for a 17% employer superannuation contribution as at the date of certification of this Agreement. Further, the University is committed to making a total contribution at the level of 17% towards the benefits available to such staff even if the UniSuper Trust Deed, and/or the Deed of Covenant between UniSuper and the University and/or the TESS Award 1988, are varied.
- 25.6 Subject to <u>clause 25.4</u> (above), fixed term staff and casual staff are eligible for the prescribed Superannuation Guarantee rate if their pay meets the entitlement threshold for provision of superannuation and the superannuation payable will be based on their pay, inclusive of the casual loading.
- 25.7 The University will maintain existing arrangements with UniSuper for current and new staff members who are not eligible for a 17% UniSuper employer superannuation contribution. This will include the payment of the Superannuation Guarantee component, of any amount, which will be paid to UniSuper.
- 25.8 Should any amendments to CSS or PSS make it possible during the life of this Agreement for employee members to reduce their contributions, the parties will hold discussions on the possibility of increasing the flexibility of employee contributions to CSS and PSS. The University will ensure that it maintains adequate employer provision for those staff who are members of CSS and PSS.
- 25.9 The salary upon which contributions are calculated shall be no less than as defined in the UniSuper Trust Deed and shall include the rates payable to casual employees.
- 25.10 Where a staff member salary sacrifices under <u>clause 26</u> (salary sacrificing and deductions), the employer contribution will be based on the staff member's pre-sacrificed salary.

- 25.11 Where a staff member who currently receives 17% employer contributions decides to reduce their employee contributions under the Contribution Flexibility provisions, the University will maintain the employer contributions at 17%.
- 25.12 A staff member of the UniSuper Defined Benefit Division may apply to the University to make payments to UniSuper to cover their member contributions and the employer contributions (which does not include the 3% productivity payment) for periods of authorised leave without pay.
- 25.13 The University may exercise its options under the UniSuper Deed of Covenant for the 5% flexibility in coverage and contribution level.

26 SALARY SACRIFICING AND DEDUCTIONS

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

27 OVERTIME AND OVERTIME ALLOWANCES FOR GENERAL STAFF

Annualised overtime and shift arrangements prerequisites

27.1 Annualised overtime and/or shift allowances are designed to create administrative ease for the University and certainty for the staff member. Where a staff member(s) and the University enter into annualised arrangements, such allowances cannot be used to reduce the entitlements that a staff member(s) would otherwise have received through the normal calculations of overtime or shift rates when averaged over a year. If agreement cannot be reached, the provisions of this clause will apply.

Overtime

27.2 'Overtime' is work which is performed at the direction of the supervisor and which is in excess of the ordinary number of hours of work as defined in <u>clause 18</u> (Hours of work) and/or required to be worked outside the span of hours as defined in <u>clause 19</u>. Overtime payments will be subject to <u>clause 27.5</u>.

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	Overtime rate
Monday to Friday	150% for first 3 hours, 200% thereafter
Saturday	150% for first 3 hours, 200% thereafter
Sunday	200%
Public holiday	*250%

^{*250%} includes payment of ordinary hours

27.3 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.

Overtime allowance eligibility

A staff member who works regular overtime may be paid an overtime allowance in lieu of the overtime payments prescribed at <u>clause 27.2</u> to compensate for all overtime worked. The delegate may approve payment of an overtime allowance to a staff member at ANUO8 level or above where that staff member's duties necessitate long working hours and/or significant hours of work outside the normal span of hours.

Exceptions for overtime payments

- 27.5 A general staff member will be eligible to receive the rates of pay prescribed in <u>clause 27.2</u> except where the staff member is employed at ANUO8 level or above; a flexible working arrangement in accordance with <u>clause 44.2 (b)</u> applies and where the work can be accommodated within that arrangement; the staff member is in receipt of an overtime allowance in accordance with <u>clause 27.4</u>; or the staff member requests time off in lieu of an overtime payment (for a period equivalent to the overtime rate) with the agreement of the supervisor.
- 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.
- 27.7 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.
- 27.8 Examination invigilators, field interviewers, Library, Drill Hall Gallery or School of Art Gallery staff members employed on a part time or casual basis will not be paid overtime rates for work outside of the span of hours defined in clause 19. These categories of staff will be paid 250% for work performed on a public holiday and at the overtime rates for overtime worked in excess of the ordinary number of hours of work defined in clause 18.
- 27.9 An observatory night assistant will not be paid at the overtime rates prescribed above, but will be paid 150% of the ordinary hours pay rate for the first 8 hours of overtime and 200% of the ordinary rate thereafter for all time worked in excess of 70 hours in a fortnight.
- 27.10 Where a shift worker works overtime, the overtime rate prescribed in <u>clause 27.2</u> will be in substitution for and not cumulative upon a shift loading. A casual staff member receiving any of the overtime rates provided for in <u>clause 27</u> (Overtime and Overtime Allowances) is not eligible to be paid the casual loading referred to in <u>clause 14.7</u> for overtime work.

Availability duty

27.11 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. Payment will be made in accordance with clause 27.20.

Notice periods

27.12 A staff member will be paid a short call allowance at the level specified in <u>clause 27.20</u> where a staff member is not on availability duty; is required to work overtime on a Sunday or public holiday; and has received less than 24 hours' notice of that requirement. In addition 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.

Cancellation allowance

27.13 A staff member is entitled to 6 hours' notice of cancellation of overtime. Where notice is less, the staff member will be paid the specified cancellation allowance in clause 27.20.

Additional meal break

27.14 Subject to clause 20, a staff member who is required to work overtime may be entitled to an additional meal break.

Overtime not continuous with ordinary hours

27.15 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 be paid for a minimum of 4 hours at the appropriate overtime rate; and a travelling allowance at the rate specified in <u>clause 27.20</u>. However, this will not apply where the interval between the completion of the staff member's ordinary hours and the commencement of overtime is a meal break of not more than 2 hours which has been agreed between the staff member and his or her supervisor.

Availability allowance

27.16 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

27.17 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.

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

27.18 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 appropriate transport free of charge.

Overtime coinciding with daylight savings changeovers

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

27.20 Overtime allowances

Entitlement

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 level 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.

		Rate/	Indexation in
		allowance	accordance with
'on-call availability' (staff member is required to be able to be contacted by	not more than 1 week of any 3 week period	18% of ordinary weekly pay	NA
telephone and to return to the University within a reasonable time to perform overtime work)	more than 1 week of any 3 week period	23% of ordinary weekly pay	
'emergency availability' (staff member is required to be able to be contacted by	not more than 1 week of any 3 week period	45% of ordinary weekly pay	NA
telephone and return to the University immediately to perform overtime work in relation to emergency situations)	more than 1 week of any 3 week period	50% of ordinary weekly pay	
Continuous standby allowance A staff member who is required to be on standby to attend the University immediately to perform overtime work prior to normal commencement of duties and who is at a level not greater than ANU Officer level 7 is entitled to the specified allowance.		100% of ordinary rate of pay	NA
Short call allowance (to be paid in accordance	with clause 27.12)	\$16.15 per call	<u>clause 30.2(b)</u>
Cancellation allowance (to be paid in accordant	1 hour's pay at appropriate overtime rate	NA	
Meal allowance (to be paid in accordance with clauses 20.1 and 27.14)		\$18.20 per meal	<u>clause 30.2(c)</u>
Overtime travelling allowance (to be paid for return travel between the University and a staff member's residence in accordance with clause 27.15)	where staff member uses his or her private vehicle	rates per business kilometre determined by the Australian Taxation Office	NA

where sta public trans	f member uses cost of fare sport	
------------------------	----------------------------------	--

28 SHIFT WORK AND SHIFT ALLOWANCES

- 28.1 Subject to the prerequisites of <u>clause 27.1</u>, shift work will be in accordance with this clause. The normal hours of work of a staff member engaged on shift work must not exceed 35 per week, 38 per week for a staff member employed in the Hospitality stream of University House and Halls of Residence or 40 per week for 12 hour security staff in Facilities and Services Division (normally with start time of 7.00 am/pm and finish time of 7.00pm/am), when averaged over a cycle of shifts.
- 28.2 Facilities and Services Division security officers working 12 hours shift rosters will undergo a biannual fitness assessment, and annual flu injections. With respect to the above, the University will provide the staff member with not less than two weeks' notice during their rostered shift that a medical fitness assessment is required, the name and address of the provider, and pay the costs of the medical assessment, tests and any reasonable travelling costs incurred.
- 28.3 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.

28.4 <u>Annualised shift allowances for Security Officers</u>

For security officers in John Curtin School of Medical Research and Facilities & Services Division, or where it is agreed by the manager and the staff that an annualised arrangement should apply, the following annual allowance for security officers will be paid in lieu of all shift entitlements:

Security Officer Annualised Shift Allowance (\$)				
Previous rate	24/12/2009	From 8 July 2010	From 7 July 2011	From 5 July 2012
		2%	3.5%	4.5%
\$10,535	\$10,746	\$10,961	\$11,345	\$11,855

General application of shift work

28.5 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 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. Subject to the provisions of clauses 27.2 – 27.20, time worked by a shift worker outside the rostered hours of work for a shift on any day will be paid at overtime rates. Places in a shift roster may be interchanged by mutual agreement between the staff members concerned and the supervisor.

Subject to the provisions of <u>clause 27.10</u>, 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

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

Shift work - penalty rates

28.7 Subject to <u>clauses 28.8 – 28.10</u>, a staff member who works shift work will be entitled to penalty rates in accordance with the following table:

		Rate (%of the hourly rate applicable to the appropriate ANU Officer level)	
		Staff other than casual	Casual staff*
Staff other than hospitality	Morning shift starts at/after 4.00am & before 6.00am but finishes at/ before midday	115%	140%
Monday to Friday	Afternoon shift finish after 6.00pm (or 7.30pm for cleaners & security staff) but no later than midnight	115%	140%
	Night shift finish after midnight but no later than 8.00am	130%	155%
Hospitality staff Monday to	Shift commencing before 6.30am or finish after 7.30pm any day (Monday to Friday inclusive)	115%	140%
Friday	Shift where staff are regularly rostered** for at least 6 hours duty after 10.30pm or who is regularly rostered to commence shifts at or before 4.00am	130%	155%
Saturday		150% max	175%
Sunday		200% max	200% max
Public holiday		250% max	250% max

^{*}These rates are inclusive of and not additional to the casual loading referred to in clause 14.7.

Part time library shift workers

- 28.8 A part time, Library, shift worker will be paid the following rates in substitution of those set out in <u>clause 28.7</u> when required to perform any shift work outside the normal span of hours so defined:
 - (a) 115% for any shift worked Monday to Friday;
 - (b) 125% for shift work performed on Saturday or Sunday;
 - (c) 250% for a public holiday.

^{**}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.

- 28.9 No payment will be applicable where a staff member who would normally have been rostered to work on a day on which Australia Day or public holidays over the Christmas closure period falls (including University closure days) and is not required to work.
- 28.10 The parties agree to review staffing arrangements to improve best work practices for service delivery to staff and students.

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

28.11 Examination invigilators, field interviewers, staff members employed at the Drill Hall Gallery or the School of Arts Gallery and casual staff members employed in the library will not be paid the shift rates provided in <u>clause 28.7</u> but will be paid at the rate of 100% for work required and performed, during any shift as defined in <u>clause 28.7</u> and for any rostered shift work performed on a Saturday or Sunday (other than a public holiday).

Casual staff members employed in the library

28.12 Casual staff members employed in the library will receive the casual loading in clause 14.7 for shift work required, and performed, during any shift as defined in <u>clause 28.7</u> or shift work performed on a Saturday or Sunday (except a public holiday).

Circumstances where shift penalty rates are not payable

- 28.13 The rates <u>clause 28.7</u> will not be payable for overtime hours (in which case the rates specified in <u>clause 27.2</u> will apply), or where an annualised shift allowance is paid in lieu of penalty rates.
 - 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.
 - Except for those on annualised shift allowances, a shift worker who is on the personal leave provided for in <u>clause</u>

 36 or long service leave in <u>clause 41</u> will, for the period of the leave, not be paid the loading which he or she normally receives.

Trainees

- 28.14 A trainee will not work shift work unless such shift work makes provision for approved training.
- 29 HIGHER DUTIES ALLOWANCE (HDA)
- 29.1 Where it is essential that duties of a higher level are carried out, a general staff member may be paid a HDA.
- 29.2 HDA will be paid to a staff member performing higher duties in the following circumstances:
 - (a) where the maximum salary for the position in which the staff member acts is not in excess of the salary range for an ANU Officer level 7 and the staff member performs those higher duties for a period in excess of 2 consecutive working days;

- (b) where the members of staff in the Grounds, Hospitality and Maintenance streams are required to act in positions where the salary does not exceed the maximum salary point of the current ANU Officer level 7 may receive HDA where the occupant of the higher level position is absent 2 working days or more; and
- (c) where the maximum salary for the position in which the staff member acts exceeds the maximum of the salary range for an ANU Officer level 7 and the staff member performs those higher duties for a period in excess of 5 consecutive working days.

29.3 The HDA will be:

- (a) the difference between the salary rate for the staff member's substantive ANU Officer level and incremental step and the base salary rate of the ANU Officer level at which the higher duties are being undertaken; or
- (b) a fixed amount approved by the delegate for the period of higher duties, provided that amount is not less than the amount to which the staff member would be entitled pursuant to clause 29.3 (a).
- 29.4 HDA will not be payable within a broadband.
- 29.5 Where a staff member performs higher duties for a period of between one half of a day and one full day, the period of higher duties will be regarded as a full day for the purposes of payment of the allowance.
- 29.6 Where a staff member performs only part of the duties of a more senior staff member HDA may be paid an appropriate percentage of the allowance specified in <u>clause 29.3 (a)</u>.

30 ALLOWANCE PROVISIONS

- 30.1 The University will pay allowances to staff in accordance with this clause and Schedule 6.
- 30.2 The University will adjust allowances annually on the date of effect of salary increases specified in <u>clause 23.3</u> (Salaries) by:
 - (a) the rate of salary increase taking effect on the date of adjustment of the allowance;
 - (b) the level of indexation of the University's operating grants for that year; or
 - (c) the percentage change in the national Consumer Price Index from the previous financial year, as published by the Australian Bureau of Statistics.

31 RECOVERY OF OVERPAYMENTS

- In the event that a staff member is overpaid salary or employee entitlements, the staff member has the option to repay the overpayment in cash, through a deduction of salary or through other mutually agreed processes.
- 31.2 Once the staff member has received written details of the overpayment, if the staff member cannot immediately settle the full amount or disputes the amount, discussions must occur between the University and the staff member (who may, if they wish, involve a union or staff representative of their choice).
- 31.3 The staff member and the University will negotiate in good faith with the aim of reaching a mutually satisfactory repayment arrangement.
- 31.4 If such an arrangement cannot be made then the procedures of the Dispute avoidance and settlement provisions (clause 75) of this Agreement may be utilised.

31.5 Where a staff member is leaving the University, the University may deduct the amount in full from the staff member's termination payments.

32 BROADBANDING

Staff will move to this broadbanding arrangement on the date of their next increment movement on or after 5 March 2009 subject to meeting the criteria in <u>clause 24</u> (Incremental salary progression).

Classification Stream	ANU Officer Levels and Broadbands	Relevant secondary descriptors
Administration	2/3,4,5,6/7,8,9/10	Administration ²
General Services	2	Administration
Cleaner	2,3	Cleaner
Engineer	5/6,7,8,9/10	Engineer ²
Grounds	2,3,4	Grounds
Hospitality (University House and Halls of Residence)	1/2,3	Hospitality
Information Technology	2/3,4,5/6,7,8,9/10	Information Technology ²
Library	4,5/6,7,8,9/10	Library ²
Maintenance	2,3,4,5	Maintenance
Printing	2/3,4	Printing
Research	4,5/6,7,8,9/10	Research ²
Security	3,4	Security
Stores	2/3,4,5	Administration
Technical/Draughting/Illustrating	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 will be broadbanded.

LEAVE AND CONDITIONS

What is in this Section?

- Leave provisions
- Annual leave:
- Personal leave:
- Parental leave;
- Grandparent leave;
- Other leave entitlements:
- Long Service leave;
- Public Holidays:
- · Christmas Closedown; and
- Flexible working arrangements for general staff.

33 LEAVE PROVISIONS

- 33.1 The University is committed to providing staff with flexible leave arrangements which allow access to paid and unpaid leave for a range of purposes to support personal needs of staff and the operational requirements of the University. For all leave types contained in this Agreement, further explanatory information, including details on how to apply for the leave, can be found in the University's relevant leave procedure. An outline of the various leave types is provided in the following clauses.
- 33.2 All paid leave counts as service for all purposes.
- 33.3 Casual staff are not entitled to paid leave. A part time staff member is entitled to the same leave entitlements as a full time staff member in an equivalent position, except that leave will be paid on a pro rata basis.
- 33.4 For security staff working 12-hour shifts, the taking of leave will be calculated on the basis of 12 hours or part thereof.
- 33.5 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 (e.g. bereavement leave).
- 33.6 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.

34 CONTINUITY OF SERVICE

For the purpose of determining service entitlements of a fixed term staff member, breaks between fixed term periods of employment of up to 2 times per year and of up to 8 weeks, or the period between terms of employment over the summer break, are deemed not to constitute breaks in continuous service.

35 ANNUAL LEAVE

General staff

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

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

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

Academic staff

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

at a mutually agreed time within the next 6 months. The amount of leave to be taken, which includes that accrued during the notice period, must be sufficient to reduce the academic staff member's excess leave to below the 2 year's annual leave entitlement.

Purchasing or cashing out of annual leave

- 35.8 A staff member other than a casual may:
 - (a) subject to approval by the delegate, purchase extended leave in accordance with University procedure including options such as leave purchasing, purchasing leave with leave loading, deferred salary and 48/52 arrangements. Approval for such arrangements, while considering operational requirements, will not be unreasonably withheld. The University agrees to develop these options with the parties to this Agreement.
 - (b) make an application to the Director Human Resources to have their annual leave accrual cashed out due to financial hardship.
 - (c) If the provisions of <u>clause 35.8 (b)</u> (above) does not suit the circumstances of the staff member, make application to the delegate to have their annual leave cashed out as long as it is in excess of 2 years entitlement and they apply for and take an equivalent period of annual leave around the same time.
- 35.9 Payments made under this clause are not superannuable, nor does the cashed out leave count as service.

Annual leave loading

- 35.10 A staff member is entitled to payment of an annual leave loading equal to 17.5% of 20 days base salary, accruing on a fortnightly basis, except that:
 - (a) the maximum annual leave loading payable will not exceed the average weekly earnings for all males in the August quarter of the year preceding payment, as published by the Australian Bureau of Statistics;
 - (b) a staff member who continues to receive penalty rates, or an associated allowance, while on annual leave will not be eligible for annual leave loading if his or her penalty rate, or allowance rate, is equivalent to, or exceeds, 17.5% of 20 days pay;
 - (c) a staff member who continues to receive penalty rates, or an associated allowance, while on annual leave which is less than 17.5% will be eligible for payment of annual leave loading equivalent to the difference between such rates and 17.5% of 20 days pay.
- 35.11 Accrued annual leave loading will be paid in the second pay of each calendar year, and on termination any pro rata balance will be paid.

Leave application conditions

- 35.12 Where practicable, all staff are required to submit a leave application in advance of the leave being taken.
- 35.13 Subject to appropriate notice and operational requirements of the work area, a staff member with sufficient credit should be able to take at least 20 days annual leave in an unbroken period. Such leave will not be unreasonably refused.

- 35.14 Some areas, for example teaching academics and student administrative areas, have operational restrictions on when leave is taken and/or periods during which leave cannot or must be taken.
- 35.15 Annual leave cannot be taken in advance of accruals, except in exceptional circumstances to be determined by the delegate. The University will deduct annual leave balance debits from termination pay.
- 35.16 Staff on externally funded fixed-term appointments may be required to take accrued leave prior to the expiry of their appointment.
- 35.17 A staff member who is ill during a period of annual leave or long service leave will have leave entitlements re-credited out of their personal leave balance on submission of a medical certificate.

36 PERSONAL LEAVE

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

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

- 36.4 All personal leave is cumulative.
- 36.5 On commencement a staff member will be credited with the 1st year's entitlement. 2nd and subsequent year's entitlement accrues throughout the year and available on the anniversary of appointment.
- 36.6 Where reasonable circumstances exist, the delegate may approve a staff member taking part of their personal leave entitlement as additional days on a half pay basis.

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

37 PARENTAL LEAVE

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

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

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

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

Primary care giver means the child's parent who has the dedicated responsibility for the day-to-day care of the child.

Partner includes a current or former (except for Adoption leave) husband or wife, de facto partner or same sex partner.

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

Provision	Entitlement	Condition	
Paid maternity leave	20 weeks to normally commence	Later commencement date possible if fit for duty	
	6 weeks prior to the nominal	supported by a medical certificate.	
	expected birth(s) on full or part	Birth mother or where both parents are staff members,	
	pay.	the birth mother's partner, provided he/she is the primary	

Unpaid parental leave	Any portion of the child's first year	caregiver of the child.
	that has not been taken as any	Leave after the first 14 weeks may be shared between
	form of paid parental leave.	the birth mother and her partner but not thereby
		increasing total of leave taken. Leave may be taken
		concurrently, subject to providing declaration to the
		delegate in relation to eligibility.
		delegate in relation to eligibility.

Adoption leave

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

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

Career re-entry assistance

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

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

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

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

Provision	Entitlement	Condition
New birth/adoption leave	10 working days paid leave and 5 working days unpaid leave from birth of child or adoption placement.	Partner of birth mother or one of two adoptive parents, but not primary caregiver.

Conditions for parental leave

- 37.7 Staff may be required to take any accrued annual leave in excess of 2 years entitlement prior to taking unpaid parental leave.
- 37.8 Paid parental leave will be granted at the staff member's substantive salary. Any temporary reduction in fraction associated with the pregnancy will be disregarded.
- 37.9 A staff member shall advise the University at least 10 weeks prior of their expected date of confinement of the date on which they propose to commence leave as well as the specific leave arrangements. Appropriate certification relating to the birth or adoption of the child must be provided with this application.
- 37.10 A staff member will be entitled to return from parental leave to their substantive position, or an agreed part time position or an agreed alternative position. A request for return to part time hours will not be unreasonably refused.
- 37.11 A staff member shall confirm their intention to return to work by providing the University with at least 4 weeks written notice of their expected date of return.
- 37.12 The staff member may request to return to work, or the University may notify the staff member that she or he must return to work, where during parental leave the pregnancy ends without the birth of a live child or the child dies, staff member ceases to be the primary care-giver or there is another material change in circumstances. Where the University requires a return to work, at least 4 weeks notice will be provided and notwithstanding this notice, any available maternity leave may be used where a medical practitioner certifies it to be necessary. Where the staff member requests to return to work, this will be allowed within 4 weeks from receipt of notification.

- 37.13 A staff member not entitled to any paid parental leave may take up to 52 weeks absence including accrued annual and long service leave and/or unpaid leave.
- 37.14 If a staff member who becomes ill during a period of unpaid parental leave, and that illness is substantiated by a medical certificate, the staff member may take that period as the personal leave provided in <u>clause 36</u> (Personal leave).
- 37.15 The University will make contributions to a staff member's superannuation fund during paid parental leave where permitted by the superannuation scheme to which the staff member belongs.

Australian Paid Parental Leave Scheme

37.16 Upon ascent of the Federal Governments Fair Work Amendment (Paid Parental Leave) Bill 2009 for paid parental leave, for children born or adopted after 1 January 2011 (or other appropriate dates in the legislation), all entitlements payable to University staff members under that scheme will be paid in addition to entitlements under this provision. The parties of this agreement agree to discuss implementation arrangements of this legislation if and when it is passed by Government.

38 GRANDPARENT LEAVE

- 38.1 A staff member, other than a casual, with 12 months continuous service shall be entitled to 12-months grandparent leave to undertake the care of their grandchild in accordance with this clause. A fixed term staff member will not be entitled to grandparent leave beyond the expiry of their contract.
- 38.2 A grandparent is the parent of one of the parents of a child requiring care for which the grandparent leave is sought, whether by marriage, de facto relationship, adoption, guardianship or same sex relationships.
- 38.3 The grandchild is the natural or the adopted child of the staff member's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.
- When making an application for leave the supervisor may request proof that the child is the grandchild of the staff member.
- 38.5 Grandparent leave will:
 - (a) normally be taken in a single block;
 - (b) not be unreasonably refused by the supervisor.
 - (c) be taken as leave without pay and will not break the staff member's service with the University nor will the staff member accrue any entitlements during this period of approved absence.
 - (d) be approved following the staff member having made application to utilise available annual leave or long service accruals.
- 38.6 Taking a period of annual leave or long service leave does not prevent a staff member applying for and having grandparent leave granted.
- 38.7 Where practicable a staff member shall advise the University in writing 10 weeks prior to commencing unpaid grandparent leave of the dates of the leave to be taken. If the scheduled return date changes, the staff member will provide 4 weeks notice of the date of return.

- 38.8 A staff member will be entitled to return from grandparent leave to their substantive position or an agreed alternative position. A request for return to part time hours will not be unreasonably refused.
- 38.9 If returning from leave on a part time basis, an individual flexibility arrangement will be entered into between the staff member and the University.

39 STAFF AND UNION REPRESENTATIVES

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

40 OTHER LEAVE ENTITLEMENTS

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

	LWOP	37_or 38, does not break continuity	granted
		of service but does not count for	
		service for accrual of any leave or	
		any other like purpose	

41 LONG SERVICE LEAVE

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

41.10 A staff member who becomes ill during a period of long service leave, and that illness is substantiated by a medical certificate, may apply to have his or her long service leave entitlement re-credited for the period covered by the medical certificate where he or she takes the personal leave provided for in clause 36 (Personal leave).

Pro-rata leave for part time staff members

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

Long service leave notice periods

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

Pay-out on cessation of employment

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

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

Death in service	
Resignation, dismissal	7

42 PUBLIC HOLIDAYS

- 42.1 Any day gazetted or proclaimed as a public holiday, at the location the staff member is working, will be taken on full pay, except that a casual staff member who is not required to work on such a day will not be entitled to payment for that day.
- 42.2 In order to minimise disruption to teaching and other University business, the University may substitute the Family and Community Day public holiday as a day off in lieu for specified teaching and teaching/student support areas, where such holiday falls in a teaching period. Such substituted day would be taken in conjunction with the Christmas closure. Reasonable notice of this substitution will be provided to students and staff.
- 42.3 No penalty rates will apply to staff working on gazetted or proclaimed public holiday substituted in accordance with this clause as long as the staff member is granted a day off in lieu.

43 CHRISTMAS CLOSEDOWN

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

44 FLEXIBLE WORKING HOURS FOR GENERAL STAFF

- 44.1 Flexible working hours allow staff members and the University to vary hours, and patterns of work, to meet the teaching, research and administrative priorities of the University and the staff members' personal commitments, taking into account the operational requirements of the work area. Any flexible working hours must be agreed between the supervisor and the staff member. Records of agreed start and finish times must be kept by the area.
- 44.2 The University has two main types of flexible working hours:
 - (a) flextime which is an arrangement whereby a staff member may, with the approval of his or her supervisor, start and/or finish work at flexible times normally within the span of hours and such agreement must be documented with records kept of start and finishing times. A request to work flextime will not be unreasonably refused.

Flextime is not designed to increase or reduce the total number of hours that must be worked by staff. A staff member will normally be expected to reconcile their flextime within 4 weeks and two days, unless otherwise approved in writing by their supervisor. Within this period the staff member will be provided with an opportunity to clear their credits and to make up any debits before any decision is made to alter other entitlements.

Flextime is administered in accordance with the University's published guidelines.

(b) non-prescribed flexible working hours, which are worked outside the span of hours, may not attract overtime or shiftwork penalties. These flexible hours will be agreed by the University and a staff member or a category of staff members at a work location, or where authorised by the Director - Human Resources. Any such agreement must be documented with records kept of start and finishing times.

CAREER DEVELOPMENT AND PERFORMANCE

What is this Section?

- Career and Performance Development;
- Outside Studies Program
- Study provisions General staff
- Review of staff appointment category;
- Multi-skilling and staff transfer;
- · Workloads; and
- Broadbanding

45 CAREER AND PERFORMANCE DEVELOPMENT

- 45.1 The University's career and performance development framework will help meet the principles outlined in clause 45.3.
- 45.2 The parties acknowledge that different criteria exist for professional and academic performance, and different career planning mechanisms operate across the University.
- 45.3 As a guiding principle, the ANU seeks to enable staff to perform at their best. The University strives to do this within a culture of continuing evaluation of performance and improvement through the following mechanisms:
 - establishing clear performance objectives through a Statement of Expectations agreement;
 - supporting staff through appropriate development and career planning;
 - providing staff with career opportunities within the University through appropriate development; and
 - developing managers and supervisors to assist them in carrying out their leadership responsibilities effectively.
- 45.4 This clause will apply to all staff holding continuing or continuing (contingent funded) appointments, and academic and general staff holding fixed term appointments of 12 months or more.
- 45.5 The framework is meant to supplement, not replace regular feedback and discussion between the supervisor and the staff member about the staff member's performance or other workplace matters.
- 45.6 If a supervisor and a staff member cannot agree on the proposed Statement of Expectation the staff member may seek a review of the expectations by the supervisor's supervisor. If the staff member is not satisfied with the outcome of that review, they may request the Director Human Resources review the matter with the view to resolve the issue. The Director Human Resources may confirm the Statement of Expectations after considering the relevant Minimum Standards for Academic Levels (MSAL's) or classification standards and secondary descriptors for the position and level of assigned duties. Where academic judgement is required to determine the matter, the Director Human Resources will seek advice from an appropriately constituted academic panel to which the NTEU will be invited to nominate a member.
- 45.7 The Minimum Standards for Academic Levels (<u>Schedule 4</u>) establish the minimum expectation of performance for academic staff, and an academic staff member's duties will take account of these standards applicable to the level of the position. The parties acknowledge the importance of leadership requirements of senior academic appointments

- at Level E and Level D in areas such as team development, mentoring and career development of academic staff, performance management process, and leadership/management responsibilities for an academic area. These capabilities will be reflected in the position descriptions, advertisements and promotion criteria for such appointments.
- 45.8 The classification structure (including the primary and secondary descriptors in Schedule 5) for general staff establishes the minimum expectation of performance for general staff members. A general staff member's duties will take account of these standards applicable to the level of the position. The parties acknowledge the importance of team development, mentoring and career development of staff, the performance management process, and, where relevant, leadership/management responsibilities. These capabilities will be reflected in the position description, advertisements and criteria for such appointments.
- 45.9 Unsatisfactory performance against an agreed Statement of Expectations may lead to further action under <u>clause 70</u> (Managing underperformance)
- 45.10 The principal aims of a Statement of Expectation agreement are to assist the staff member to:
 - establish and achieve agreed statement of expectations;
 - establish a development plan to assist in career enhancement;
 - acquire new skills, knowledge and experience; and
 - perform satisfactorily.
- 45.11 Consistent with the short and long term priorities of the University and the organisational unit within which the staff member is located, a plan will be developed to support the achievement of their statement of expectations. The development plan will include development needs that take into account the career aspirations of the staff member within the University.
- 45.12 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.
- 45.13 In the case of a fixed term academic staff member, the development plan will consider strategies that aim to improve the potential of the staff member to obtain an ongoing academic appointment.
- 45.14 The framework will involve meetings between a staff member and their supervisor to discuss and agree the staff member's statement of expectations and development plan. Such meetings will normally be held annually.
- 45.15 The parties to this Agreement acknowledge that regular informal feedback through a process of dialogue, and formal mid term reviews provide both the staff member and their supervisor with:
 - the opportunity to ensure clarity around expectations
 - career and development support; and
 - where needed, adjustment of their expectations to meet changing priorities.
- 45.16 Such feedback can provide staff with positive feedback and reward through their work being acknowledged by their supervisor. Formal review feedback, which must be recorded in the review section of the agreement, should be provided to the staff member about their performance against the agreed statement of expectations 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.

45.17 A record of the agreed statement of expectations (and any subsequent agreed changes) and development plan will be maintained confidentially by the supervisor and a copy provided to the staff member. 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.

46 OUTSIDE STUDIES PROGRAM

The University's Outside Studies Program will be governed in accordance with the Outside Studies Program procedure (Dated: 9 December 2009).

47 STUDY PROVISIONS FOR GENERAL STAFF

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

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

Apprentices	As per the relevant apprenticeship scheme	
	apprenticeship scheme	

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

48 REVIEW OF STAFF APPOINTMENT CATEGORY

- 48.1 Where a staff member considers that their present employment status is incorrectly categorised he/she may seek a review to ascertain if they should be appointed as an academic or general staff member based on the duties required to be carried out, as determined by the University.
- 48.2 A review of staff appointment category will be made to the Director or delegate of the area in accordance with the following principles:
 - the decision about whether the appointment is to be academic or general staff should not be determined by funding source or budgetary considerations, except where those considerations relevantly affect the nature of work to be performed;
 - the criteria for appointment shall be objective and related to the nature of the work to be undertaken. The criteria to be applied shall also include the basis for assessment of performance, the basis of career progression for the incumbent and to the extent it affects these, the preference of the staff member;
 - where the appointment is to an academic position, the type of work must be such as would allow the staff member performing that type of work to have a reasonable prospect of promotion under the University's academic promotion procedures;
- 48.3 If the staff member is not satisfied with the outcome they may request the Director Human Resources review the matter. The Director Human Resources will review the matter in accordance with the principles in <u>clause 48.2</u> using an appropriately constituted review panel.

49 MULTI-SKILLING AND STAFF TRANSFER

- 49.1 The University may require a general staff member to carry out duties provided that:
 - 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
 - where relevant, the staff member holds the appropriate current licences.
- 49.2 Where a general staff member is transferred to another area for a period greater than 3 months involving a change in duties or reporting arrangements, the heads of the work areas involved will inform the staff member of the location and reasons for the transfer, provide a copy of the position description and discuss the transfer if the staff member wishes to do so. The heads will draw the staff member's attention to this clause.

- 49.3 Where the staff member is satisfied with the arrangements the transfer will proceed. In other cases, the matter will be referred to the Director Human Resources, who will arrange further discussions, at which the staff member may have a union or staff representative present. The Director Human Resources will determine the matter.
- 49.4 This does not in any way restrict the University's right to transfer academic and general staff members to suitable positions within the University at the same level.
- 49.5 There will be no impediments to the transfer of a staff member as a result of accrued entitlements.

50 WORKLOADS

Principles

- 50.1 The University's Policy on Workloads, as outlined in Schedule 8 (Workloads Policy), is the basis upon which staff workloads will be managed including designated part time fractions.
- 50.2 The ordinary hours of work for full time general staff are given at clause 18 (hours of work).
- 50.3 Academic staff at the University 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. 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.
- 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.

Workload factors

- 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. Subject to his or her Statement of Expectations, the tasks assigned to a full time academic member of staff will normally allow for an average of at least two days a week in which the staff member will be expected to engage in self-directed research activities.
- The parties recognise that the ratio of students (EFTSL) to non-casual staff (non-casual FTE) with teaching duties is a measure of the demand on staff time. If allowed to increase unreasonably it can compromise the quality of the University's teaching and research training programs. It is recognised, however, that many factors can affect student-staff ratio, including the staffing profile of an academic organisational unit, and changes in enrolment patterns. Nevertheless, except in those circumstances where the University has an established target for growth (e.g. Medical School), the University will use its best endeavours to act in accordance with the principles of the Staff Workloads policy and procedures to ameliorate increased demands on staff time.

- 50.7 The University will ensure that supervisors are aware of their responsibilities in managing workloads and staff are aware of the principles and procedures of the policy including:
 - (a) the University will use its best endeavours to allocate workloads in a fair and equitable manner;
 - (b) the University and its staff recognise the importance of a balance between working life and family/social responsibilities. The University will not make workload demands of staff that are inconsistent with this principle; and
 - (c) a staff member's inability to meet unreasonable workloads does not constitute unsatisfactory performance.

LEAVING ANU

What's in this Section?

- Transition to Retirement
- Notice of Resignation;
- General Notice Periods
- Eligibility for Severance Pay Continuing Contingent Funded;
- Severance Pay;
- III Health Assessment;
- Redundancy; and
- Voluntary Early Retirement Schemes.

51 TRANSITION TO RETIREMENT

- 51.1 In addition to the existing pre-retirement arrangements, a staff member may elect to reduce their time fraction under a pre-retirement contract (clause 57) to not less than 0.2 where they are within 3 years of being eligible to receive a retirement benefit from their superannuation scheme. The University may agree to pay a subsidy to maintain employer UniSuper contributions at the rate applicable to the former substantive appointment provided the staff member maintains their personal superannuation contribution appropriate to their previous full time contribution.
- A staff member may elect to agree to a bona fide pre-retirement contract in which they may forego some of their existing entitlements under this Agreement in return for other mutually agreed benefits.
- 51.2.1 The University must ensure that the terms of the individual pre-retirement contact:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009;
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009;
 - (c) result in the staff member being better off overall than they would be if no arrangement was made; and
 - (d) do not result in the staff member being provided with any payment or benefit that is inconsistent with the National Employment Standards under the Act
- 51.2.2 Such a contract will be confirmed by the University:
 - (a) in writing; and
 - (b) include the name of the University and staff member;
 - (c) be signed by an authorised representative of the University and staff member; and
 - (d) include details of:
 - i. the terms of the Enterprise Agreement that will be varied by the pre-retirement contract;
 - ii. how the contract will vary the effect of the terms;
 - iii. how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the contract; and
 - (e) state the day on which the contract arrangements commence.

51.2.3 Pre-retirement contracts usually only involve agreed variations to salary or leave conditions. However for any other matters the University will consult with the relevant unions with the view of reaching agreement on the scope of any other proposed arrangements and where there are no objections raised may then offer staff a pre-retirement contract

52 NOTICE OF RESIGNATION

- 52.1 A staff member (other than a casual) 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 will be agreed by the delegate where this can be done without a demonstrable adverse effect on University operations and in particular meeting teaching and research commitments.
- 52.2 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.

53 GENERAL NOTICE PERIODS

53.1 The employment of a staff member on a continuing 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
Annulment of probation	<u>17</u>	<u>17</u>
Resignation	<u>52</u>	<u>52</u>
Ceasing employment on the grounds of ill health	<u>55</u>	<u>55</u>
Redundancy	<u>56</u>	<u>56</u>
Underperformance	<u>70</u>	<u>70</u>
Serious misconduct	<u>71</u>	<u>71</u>

53.2 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	<u>52</u>	
Expiry of fixed term appointment	<u>53.8</u>	
Serious misconduct	<u>71</u>	

53.3 Notwithstanding <u>clauses 3.1</u> and <u>53.2</u>, 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.
- 53.4 Where a staff member's continuing 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 continuing, academic appointment	5 weeks
Annulment of probation - continuing, academic appointment	5 weeks
Underperformance	5 weeks
Serious misconduct	Nil weeks
	(subject to review rights in clause 74 (Review of Decisions)
Redundancy – continuing academic appointment and RASCE	6 weeks
Redundancy – continuing general staff appointment	6 weeks
Ceasing employment on the grounds of ill health	6 months

- 53.5 An additional one (1) week notice will be provided to employees over 45 years of age who have two (2) or more years of service with the University.
- 53.6 A casual staff member's employment may be terminated by the University or the staff member by giving one hour's notice, or by the University paying or the staff member forfeiting one hour's salary in lieu of notice.
- 53.7 Provided that a clear end date is specified in a fixed term contract and the contract period is less than 18 months, the University is not required to provide additional written notice of its intention not to renew employment with the University upon expiry of the contract.
- 53.8 Where a fixed term appointment expires and the staff member will not be offered continuing employment, the following notice periods will apply:

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

- 53.9 Payment in lieu of the notice period, or in lieu of the un-worked portion of the notice period, will be made if:
 - (a) a staff member has been provided with less notice than the applicable notice period required;
 - (b) the staff member requests payment in lieu of the notice and the delegate approves the payment in lieu of notice; or
 - (c) the delegate decides that the staff member is not required to work-out the notice period.

- 53.10 Where a fixed term staff member is to receive payment in lieu of notice in accordance with <u>clause 53.9(a)</u> above, the staff member's employment will terminate on the expiry date of the contract.
- 53.11 Where a staff member is to receive payment in lieu of notice in accordance with <u>clause 53.9(b) or (c)</u> above, the staff member's employment will terminate upon the delegate's approval of the staff member receiving the payment.
- 53.12 A staff member who requests payment in lieu of notice in accordance with <u>clause 53.9(b)</u> above may not seek a review of the decision to terminate the employment under <u>clause 74</u> (Review of Decision).

Continuing (contingent funded) appointments - notice periods and eligibility for severance payments

- 53.13 If a transfer opportunity as specified in <u>clause 12.5 (a)</u> (Continuing (contingent funded) employment) does not exist, the staff member will be eligible for severance payment in accordance with <u>clause 54.3</u> (below) and the staff member will be provided with a minimum of 4 weeks' notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.
- 53.14 Severance payments for staff on continuing (contingent funded) employment will be in accordance with <u>clause 54</u> (Severance pay table below).
- 53.15 A staff member who, having been informed in writing that no further employment is available, and who seeks and finds alternative work outside the University will be entitled to receive severance payment in accordance with clause 54 (Severance pay table below).

54 SEVERANCE PAY

Eligibility for severance payments - fixed term staff

- 54.1 Subject to clause 54.2 below, a fixed term staff member is entitled to severance pay if:
 - (a) he or she is on a second or subsequent fixed term appointment and the same or substantially similar duties are no longer required by the University; or
 - (b) the work continues to be required but another person has been or will be appointed to do the same or substantially similar duties.
- 54.2 Severance pay will not apply where the staff member has:
 - (a) been employed under a senior management contract or an employment scheme;
 - (b) resigned or declined the offer of further employment;
 - (c) been employed on a single fixed term contract;
 - (d) obtained further employment within the University without the loss of accrued entitlements; or
 - (e) the University has assisted the staff member in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.
- 54.3 Severance pay will be paid in accordance with the following table:

Period of continuous Service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay

2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 7 years	8 weeks' pay
7 years and less than 9 years	9 weeks' pay
9 years and less than 10 years	10 weeks' pay
10 years and less than 11 years	11 weeks' pay
11 years and less than 12 years	12 weeks' pay
12 years and less than 13 years	13 weeks' pay
13 years and less than 14 years	14 weeks' pay
14 years and over	15 weeks' pay

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

- 54.4 Staff members with an existing fixed term contract, entered into prior to 17 March 2006 that has not been extended or renewed after that date, will be entitled to the severance payments set out in the Australian National University Enterprise Agreement 2005-2008 subject to clauses 53.13 53.15 (Continuing (contingent funded) employment severance and notice periods) and clauses 54 (eligibility for severance payments) of that Agreement.
- Payment of severance may be delayed for up to nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.
- 54.6 By agreement, payment of outstanding leave may also be delayed for nine weeks to facilitate continuation of service by using leave entitlements. Leave balances will be reduced accordingly when payment is made.

55 ILL HEALTH ASSESSMENT

- 55.1 before the University commences action related to the following provisions it will first consider providing reasonable workplace adjustments to staff who have a disability or medical condition affecting their ability to undertake the inherent requirements of the position.
- 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. Unless there is well founded concern regarding immediate harm as a result of the illness to the staff member or others, the University will give not less than 2 months' notice that a medical examination is required; choose the medical practitioner; and pay for the cost of the examination.
- 55.3 the medical practitioner will, so far as possible, apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.
- 55.4 a copy of the medical practitioner's report will be provided to the delegate and the staff member.
- 55.5 where the medical report states that the staff member is unable to perform his or her duties, and is unlikely to be able to perform them and/or resume them within 12 months:
 - (a) the University will first consider reasonable workplace adjustment before it takes any action.

- (b) if reasonable workplace adjustment is not possible the University may take action it considers reasonable under the circumstances.
- (c) if the University decides to terminate the employment of the staff member, it will do so by providing the staff member with 6 months' notice in writing.
- (d) the staff member may seek review of the termination decision in accordance with clause 55.11.
- (e) 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.
- 55.6 where a staff member refuses to undergo a medical examination:
 - (a) 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' written notice.
 - (b) this will not constitute misconduct.

Superannuation applications

- 55.7 at any time during the processes in <u>clauses 55.1 55.5</u> 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.
- 55.8 pending the superannuation fund's decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.
- 55.9 where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund's instructions for payment.
- 55.10 if, following a period of temporary incapacity benefit payments, the superannuation fund decides that the staff member is capable of resuming work, the University may dispute the decision and proceed with the medical examination provided for in clause 55.2.

Review

- 55.11 within 10 working days of receiving notice of termination under <u>clause 55.5 (c)</u>, the staff member or, where the staff member has chosen, his or her union or staff representative, may request that a medical panel review the findings of the medical report.
- 55.12 the medical panel will comprise three medical practitioners, being: one appointed by the University; one recommended by the staff member or where they have chosen, their union or staff representative; and one appointed by the President of the ACT Branch of the Australian Medical Association.
- 55.13 the medical panel must not include the practitioner who made the initial report and 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.
- 55.14 the staff member's employment will not terminate prior to the medical panel reporting its findings.

56 REDUNDANCY

- This clause applies to staff on continuing employment, including Research Academic Staff Career Employment (RASCE). This clause does not apply to fixed term, continuing (contingent funded) employment, casual employment, employment schemes in clause 13.7 or terminations due to disciplinary action.
- 56.2 By agreement, the University and the staff member, and where he or she chooses, their union or staff representative, may vary the redundancy provisions provided in this clause.

Grounds for Redundancy

- 56.3 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:
 - (a) for general staff, financial and staffing constraints leading to the rearrangement of functions and classifications, reduced demand or other workload factors, technological change and development, or legislative change.
 - (b) for academic staff, a decrease in student load or a decision to cease offering, or variation of the academic content in any academic program or course or combination or mix of courses or subjects conducted on one or more campuses, financial exigency within an organisational unit or cost centre, and/or changes in technology or work methods.
 - (c) for Research Academic Staff Career Employment, organisational productivity improvement or a restructure within a work area, that result in the loss of 6 or more academic staff positions.

Initial procedures

- The University will act in accordance with the managing change provisions contained in <u>clause 69</u> (Managing change) before notifying a staff member that his or her position has been declared surplus to the needs of the University.
- A staff member whose position is identified as surplus will be advised in writing of this situation, the reasons that this is to occur and the likely timeline. The staff member will also be advised that they can seek assistance from a union or staff representative and will be provided with a copy of this clause and the relevant policies and procedures.
- 56.6 This advice will signal the commencement of an eight (8) week period in which the staff member may be redeployed or the staff member may seek approval for an early separation in which case they will be paid the balance of the eight week period as an enhanced termination payment.

Redeployment

- The University will seek to redeploy a staff member whose position is declared surplus into a suitable alternative position within eight weeks of the staff member being declared surplus.
- A suitable alternative position means a position which has substantially the same duties, classification level and career standing as the redundant position and for which the staff member currently possesses the skills and experience (or could reasonably be expected to develop the required skills within a limited period) to satisfactorily perform the duties of the position.

- There will be no impediments to the redeployment of a staff member caused by a transfer of accrued entitlement liability to a receiving area. The staff member will retain continuity of service and leave entitlements.
- 56.10 Where the University cannot identify a suitable alternative position the staff member may elect to seek redeployment to other positions. A staff member seeking redeployment will be considered for suitable vacant positions. If the staff member meets the selection criteria for the position, or could be expected to meet the selection criteria with appropriate training within a reasonable timeframe, they will be appointed to the position.
- 56.11 Redeployment may include transfer to a suitable position elsewhere in the University, which is occupied by a staff member with continuing employment who would be interested in terminating his or her employment with the University by way of a voluntary redundancy with an agreed separation package.
- 56.12 Where a staff member agrees to be redeployed to a position with a lower classification, salary maintenance of up to twenty six (26) weeks for general staff and up to 12 months for academic staff may be paid at the pre-transfer salary rate.
- 56.13 A staff member who disagrees with the suitability of a proposed alternative position for redeployment may seek a Review of Decision in accordance with clause 74.
- 56.14 For academic staff who wish to use the redeployment period to find alternative work outside the University, the University will provide reasonable outplacement support and time for job search activities and attending interviews without loss of pay; and, where agreed by the Director Human Resources, a program of training; reasonable travel and other expenses associated with these activities.

Notification of redundancy

- 56.15 Following the 8 week redeployment period, where the staff member cannot be redeployed, the University will notify the affected staff member(s) in writing that his or her position is to be declared redundant and his or her employment may be terminated; the reason for the redundancy; and the time line for this action.
- 56.16 This notification advice will also provide the staff member with at least six (6) weeks formal notice that their employment is to be terminated due to redundancy from a specified date. At the discretion of the University payment in lieu of notice may be provided.
- 56.17 A staff member who disagrees with the reasons given for his or her position being declared redundant may seek a Review of Decision in accordance with <u>clause 74</u>.

Redundancy Payment

- 56.18 The following termination payments will apply to staff made redundant:
 - For academic staff a redundancy payment of 3 weeks' salary for each year of service with a minimum payment of 5
 weeks' pay and maximum of 68 weeks' pay; and
 - In recognition of the longer lead time for academic recruitment and engagement, an Academic Employment

 Transition Payment of up to 16 weeks salary for academic staff, provided that the total of the redundancy payment
 for academic staff does not exceed 82 week (excluding accrued annual and long service leave).

- For general staff a redundancy payment of 3 weeks' salary for each year of service with a minimum payment of 5 weeks' pay and maximum of 68 weeks' pay.
- All staff payment of accrued annual leave and long service leave.

Enhanced Early Termination

- 56.19 In return for voluntary agreement on an early ceasing date from their position, a staff member may seek to waive the redeployment period and/or notice period for an enhanced early termination payment comprising:
 - The unused balance of the 8 week redeployment period in accordance with clause 56.6;
 - The unused balance of the notice period in accordance with clause 56.16;
 - The termination payments calculated under <u>clause 56.18</u>; and
 - In recognition of the longer lead time for academic recruitment and engagement, an Academic Employment Transition Payment of up to 16 weeks salary for academic staff.
 - Provided that the total of an Enhanced Termination Payment does not exceed 82 week (excluding accrued annual and long service leave).
- 56.20 All payments specified in <u>clauses 56.18</u> and <u>56.19</u> 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.
- 56.21 For the purposes of <u>clauses 56.18</u> and <u>56.19</u>, 'salary' means the amount paid to a staff member, including any salary supplementation, market loading, clinical loading or responsibility allowance paid at the time that the staff member is given formal notice of redundancy.
- 56.22 A staff member may apply to have the notice and/or redeployment period extended if he or she has taken personal/sick leave on account of illness taken during any of these periods. The Director Human Resources will not unreasonably reject such applications. Where accepted, the notice will be extended by the period of leave covered by a medical certificate (up to a maximum of six (6) weeks).
- 56.23 A staff member may seek review of any decision concerning the level and nature of redundancy payments, salary maintenance and other entitlements arising from redundancy through the grievance resolution provisions (clause 73).

57 VOLUNTARY EARLY RETIREMENT SCHEMES

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

UNIVERSITY COMMITMENTS

What's in this Section?

- Freedom of Association;
- Anti-discrimination;
- Indigenous Employment;
- Environmental Sustainability;
- Occupational Health and Safety Co-operation;
- Uniforms and Protective Clothing;
- Amenities;
- First Aid:
- Job Security; and
- Managing Change

58 FREEDOM OF ASSOCIATION

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

59 ANTI-DISCRIMINATION

- 59.1 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.
- 59.2 Accordingly, every endeavour will be made to ensure that nothing in the operation of this Agreement is directly or indirectly discriminatory in its effect.
- 59.3 Nothing in this clause is taken to affect:
 - (a) any different treatment (or treatment having different effects) which is specifically exempted under any relevant anti-discrimination legislation;
 - (b) or limit a party to this Agreement pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and

(c) the exemption in s27 and s351 of the Fair Work Act 2009

60 INDIGENOUS EMPLOYMENT

- 60.1 The parties are committed to implementing the University's Indigenous Employment strategy consistent with the operational needs of the University. The objectives of that strategy are to:
 - maximise staff development along with the transfer of job skills and information in order to increase Aboriginal and Torres Strait Islander staff knowledge, independence, remuneration, job security and self-sufficiency;
 - encourage and foster the employment and participation of Aboriginal and Torres Strait Islander people at all levels
 of work activity within the University;
 - facilitate and encourage the direct involvement of Aboriginal and Torres Strait Islander staff in determining career strategies, goals and objectives; and
 - achieve, by 31 December 2012, an employment target of 2.2 percent of the ANU workforce of staff who identify as Aboriginal and Torres Strait Islander.
- 60.2 In pursuing these objectives, and in employment matters generally, the parties will:
 - respect and consider the cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander people;
 - support participation of Aboriginal and Torres Strait Islander staff 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;
 - recognise that the general working environment requires the redress of past social injustice, exploitation and Indigenous employment inequities;
 - Establish an advisory network, which may include representatives of the ACT Aboriginal and Torres Strait Islander
 communities and University staff members, including a University staff member nominated by the NTEU and those
 with human resources expertise, facilitate regular meetings of this advisory network, and make regular progress
 reports regarding the establishment of this advisory network. The network will:
 - i. advise the Vice-Chancellor or his/her representative on Indigenous employment policy;
 - ii. provide advice and ongoing support to the Director Human Resources or delegate in relation to the objectives provided for in this clause; and
 - iii. assist the University in the development of Indigenous employment initiatives.

61 ENVIRONMENTAL SUSTAINABILITY

- The University is committed to demonstrating national leadership in sustainability by establishing policies and operations that will reduce its environmental footprint. To achieve this, the parties agree to work effectively together to develop a culture of environmental sustainability and to build campus community understanding of ecological issues.
- 61.2 Specifically, the parties agree:

- to maintain an Environmental Management Plan with specific targets for the reduction of greenhouse emissions, water conservation, and management of recycling, biodiversity and environmental risk;
- to maintain the Environmental Management Planning Committee, with representation from all segments of the
 community, including academic and general staff, a union nominee, students and ex officio members nominated by
 the University. The Committee will provide appropriate advice on environmental matters to University Management
 as well as monitoring progress against targets set in the Environmental Management Plan;
- that the Committee will prepare an annual report detailing performance against environmental targets to be forwarded to the Vice Chancellor and published for public information.
- 61.3 The parties also agree to work together to ensure the effectiveness of specific programs for improving the environmental efficiency of campus academic and administrative activities. To facilitate this outcome, the University will:
 - develop and support locally based programs designed at improving individual and departmental environmental behaviour (for example, Green office, Green IT or Green laboratory programs);
 - establish formal development programs to improve staff understanding of campus environmental issues;
 - construct buildings and campus infrastructure consistent with ecologically sustainable design principles;
 - develop strategies for sustainable travel to/from and around campus; and
 - develop landscape strategies to reduce water consumption, while maintaining the campus grounds as a facility for use by the campus community.
- Where practical to do so, savings generated by environmental efficiency will be invested in programs to improve the campus environmental operations and build ecological literacy.
- 62 COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY
- 62.1 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.
- 62.2 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.
- 63 OCCUPATIONAL HEALTH AND SAFETY CO-OPERATION

The parties to this agreement recognise their mutual responsibility for:

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

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

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

64 UNIFORMS AND PROTECTIVE CLOTHING

64.1 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. On cessation of employment, the staff member will return all items of uniform and protective clothing provided under this clause. The staff member is liable for the cost of replacement of such items if they are lost or damaged as a result of negligence or misuse.

65 AMENITIES

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

66 FIRST AID

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 S6.11.6 (first aid allowance). The University will provide a first aid kit in each organisational unit, which will be maintained by the first aid attendant, and adequate sick room facilities.

67 JOB SECURITY

- Noting the University's current growth, it is not the University's intention to reduce the overall size of its workforce during the life of this Agreement.
- 67.2 The parties will put in place a timely and effective consultation process, including with the unions, for introducing major organisational or major structural change in response to the changing external environment and planning outcomes, in accordance with the managing change provisions (clause 69).
- 67.3 Where possible, any reductions in staffing will be effected through natural attrition, voluntary separations, fixed term pre-retirement agreements, leave without pay, voluntary conversion to part time employment, long service leave, secondment or transfer.

67.4 The University will seek wherever possible to avoid targeted redundancies, but reserves the right to adopt this approach as a last resort where all the above alternatives to redundancies have been exhausted. Staff redundancies, where unavoidable, will be subject to the redundancy provisions (clause 56).

68 CLASSIFICATION AND SALARY STRUCTURE

Varied salary and staff structures

68.1 The parties acknowledge that revised classification and remuneration models will more appropriately recognise and reward the contributions staff make to the excellence of the University.

The parties agree to jointly develop and consult with staff on further proposals. The parties may undertake a research project, which could include evaluation of the arrangements outlined below. New arrangements will be implemented in the next collective agreement entered into by the parties on the basis that any proposed revised system(s) will be an improvement on current systems and will have the support of staff and the parties; and that no existing staff member will be disadvantaged through the implementation of any revised system.

In the interim the parties agree to cooperate on the introduction of the following initiatives as initial steps towards enhancing the way that staff are rewarded:

- (a) improve the leadership/management skills of supervisors/managers through the introduction new training programs; and
- (b) encourage active participation of all staff in the career and performance development process under clause 45 (Career and performance development)

Minimum Standards for Academic Levels (MSAL's)

The classification structure for academic staff is set out in <u>Schedule 4</u> (Minimum Standards for Academic Levels).

The Minimum Standards for Academic Levels (MSALs) in the Schedule provide guidelines for the nature and level of duties to be undertaken by a staff member.

General Staff Position Classification Standards

- 68.3 The classification structure for general staff is set out in <u>Schedule 5</u> (General Staff Position Classification Standards). 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/Senior Manager classification standards. Where the staff member is of the view that the University's requirements and responsibilities of a position are no longer in accordance with these classification standards the staff member has the right to seek reclassification of their position.
- 69 MANAGING CHANGE

69.1 Sound management of workplace change implies the timely consultation and involvement of the staff members who will be directly affected by the change, and where the staff members have chosen, their union or staff representative(s).

Preliminary consideration of change

- 69.2 Informal discussions or consideration of workplace change issues which may or may not lead to the development of a specific change proposal do not require the following formal change management process.
- 69.3 When informal discussions lead to the development of a specific change proposal, such discussion 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.
- 69.4 The formal change process will not apply where all staff members in a work area who are directly affected by a change proposal have been involved in consideration of the change and those staff members agree with the proposed change. However, the University will notify the relevant union where change affects a work area.
- 69.5 If affected staff members or their union or staff appointed representatives advise the University that they do not agree with the proposed change, then the formal change process will commence.

Formal change process

- 69.6 The provisions of this clause will apply where a specific change proposal is made which is likely to lead to one or more of the following: relocation of a work area; elimination of positions; a change to hours of operation; introduction of significant technological change; or a significant change to work practices or impact on conditions, including change that would be likely to lead to changed responsibility levels.
- 69.7 Where there is a specific change proposal, the University will issue documentation setting out the change to directly affected staff and the relevant unions. 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.

Consultation

- 69.8 Staff members as groups and, where they choose, their union or staff appointed representatives will be consulted in relation to the specific change proposal. Consultation will include: circulation of specific proposals for consideration; an opportunity for written responses, including alternatives from affected staff and their union or staff representatives (if requested); meetings to discuss and examine the change proposal and alternatives; and provision of relevant information related to the proposed change and its implementation.
- 69.9 In the case of change affecting an individual staff member, consultation will include relevant information and the opportunity to discuss the proposal with the staff member and, where he or she chooses, a union or staff appointed representative. Where the change proceeds, the University will meet and confer to reach timely agreement on implementation of that change, including means of avoiding or mitigating detrimental outcomes for the staff member.

Contracting Out/Labour Hire

- 69.10 The University may make intermittent use of contract labour to meet a short term need for particular expertise or a period of high demand for particular activities which cannot be met from existing staff resources.
- 69.11 Before engaging any contractors and/or labour hire firms beyond the circumstances outlined in <u>clause 69.10</u> the University will genuinely consult with relevant staff affected and their respective union/representative. This consultation will provide an opportunity to comment on the scope of works to be contracted out and, where applicable, the conditions established in the tender documents. This consultation will also present an opportunity to consider reasonable options for undertaking the work using in-house staff. In this consultation, the University will communicate with the relevant staff and their respective union/representative issues including:
 - safety;
 - anticipated number and qualifications (relevant to their expected role) of contract/labour hire staff;
 - alterations in the working conditions for employees covered by this Agreement caused by the proposed use of contractors or labour hire companies;
 - appropriate induction and site training (including Occupational Health and Safety) for contractor staff; and
 - the likely duration of the contracting arrangements.
- 69.12 In the process of this consultation, the University is not required to disclose confidential or commercially sensitive information to the relevant staff or their respective union/representative.
- 69.13 The University must ensure that any contractor or labour hire companies have established industrial bona fides (which can be a current Enterprise Agreement) and are paying staff in accordance with the applicable industrial instrument or relevant industry agreement (such as 'clean start').
- 69.14 Disputes under this clause may be resolved under the dispute avoidance and settlement clause (clause 75).
- 69.15 Any outsourcing proposal that would have an impact on members of staff will be subject to the managing change provisions prescribed in this clause, 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.

ACHEIVING EXCELLENCE BY RESOLVING DIFFERENCES

What's in this Section?

- Managing underperformance;
- Managing misconduct, serious misconduct and suspension;
- Disciplinary action;
- Grievance resolution;
- · Review of decisions; and
- Dispute avoidance and settlement.

70 MANAGING UNDERPERFORMANCE

- 70.1 The principles of procedural fairness will be applied to all underperformance processes. The preferred outcome of underperformance procedures is that a staff member will improve their performance and continue to contribute to the ongoing success of the University. For the purposes of this provision, "underperformance" means failure to meet agreed performance expectations.
- 70.2 Assessments about underperformance and any verbal or written improvement plans will have regard to the staff member's Statement of Expectations and the relevant classification standards and secondary descriptors for the position.
- 70.3 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.
- 70.4 A staff member may seek assistance from a union or staff representative and may seek procedural advice from Human Resources at any time during the processes.

Managing underperformance procedures

70.5 Informal process – Step 1

Where a supervisor has concerns about the performance of a staff member the supervisor will, initially, attempt to deal with the concerns informally and identify and discuss with the staff member:

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

The supervisor will review progress towards improving the identified performance issue/s with the staff member regularly during the period of review.

70.6 Formal process – Step 2

Where the above informal processes (Step 1) of performance improvement does not achieve the desired outcome, the supervisor will inform the staff member that formal processes will commence.

The supervisor will then formally set out in a written Performance Improvement Agreement:

- the required performance, including performance standards;
- a clearly defined statement of the problem or performance concerns;
- the actions to be taken by both the staff member and the supervisor to correct the problem;
- 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;
- where relevant, include the staff member's commitment to a program of training and/or counselling and the supervisor's commitment to provide, or release the staff member to attend, such training and/or counselling;
- the dates for regular review meetings, noting that written reports will be made of these meetings; and
- a statement that any deliberate breach of any of the requirements of the Performance Improvement Agreement may lead to an initiation of disciplinary action in accordance with <u>clause 72</u> (Disciplinary action).

The staff member will have 5 days in which to respond in writing to concerns about performance.

The supervisor will provide the necessary guidance, assistance, training and/or counselling which would reasonably enable the staff member to meet the appropriate performance standards within the Performance Improvement Agreement.

During the specified timeframe the performance will be closely monitored and regular review meetings will be conducted. Payment of an increment that falls due during this formal process will be delayed until the supervisor is satisfied that the performance standards have been met.

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

- (a) the issues are resolved, that no further action is required and any deferred increments will be paid from the date that the performance is deemed satisfactory
- (b) a further period of review is required, specifying the new review period; or
- (c) the performance matters remain unresolved and that the issue will be referred to the delegate in accordance with clause 70.7.
- 70.7 Further review or disciplinary action Step 3

Where the formal process (Step 2) for improvement in performance using a Performance Improvement Agreement has not achieved the desired outcome, the supervisor may recommend to the delegate that:

- a further period of review under the current or modified agreement is warranted; or
- that the performance is assessed as un-remediated underperformance and/or constitutes misconduct and/or serious misconduct and that proportionate discipline action in accordance with <u>clause 72.4</u> (Disciplinary action) is warranted.

The staff member may seek to negotiate alternative employment arrangements as a substitute for the disciplinary action recommended.

- 71 MANAGING MISCONDUCT, SERIOUS RESEARCH MISCONDUCT, SERIOUS MISCONDUCT AND SUSPENSION
- 71.1 The principles of procedural fairness will be applied to all misconduct processes. The preferred outcome of misconduct processes is that a staff member will improve their conduct and continue to contribute to the ongoing success of the University.
- 71.2 A staff member may seek assistance from a union or staff representative and may seek procedural advice from Human Resources at any time during the processes.

Misconduct

- 71.3 'Misconduct' means dereliction of duty or wilful conduct that is unsatisfactory. In deciding whether conduct is misconduct, decision makers and review committees will have regard to the University's Code of Conduct. Examples of behaviour which may be viewed as possible misconduct include:
 - (a) conduct which is an impediment to the satisfactory performance of the work of the staff member or other staff members in the University;
 - (b) failure to comply with a reasonable instruction given by a person in the line management of the staff member;
 - (c) refusal to sign a Conduct Agreement;
 - (d) 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;
 - (e) an action of the staff member which is prejudicial to the health or safety of other staff, students or members of the public;
 - (f) 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.

Managing misconduct procedures

71.4 Informal process – Step 1

Where a supervisor has concerns about the conduct of a staff member the supervisor will, initially, attempt to deal with the conduct concerns informally and identify and discuss with the staff member:

- the specific conduct concerns;
- the specific corrective action required;
- referral to appropriate assistance and/or counselling required to address the issue/s; and
- a reasonable timeframe in which to address the issue/s.

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.

The supervisor will review progress towards improving the identified conduct issue/s with the staff member regularly during the period of review.

71.5 Formal process – Step 2

Where the attempt at informal resolution (Step 1) or improvement does not achieve the desired outcome, the supervisor will inform the staff member that a formal process will commence. The supervisor will then formally set out in a written Conduct Agreement:

- the required conduct;
- a statement that clearly defines the problem;
- the actions to be taken by both the staff member and the supervisor to correct the problem;
- a timeframe in which to address the issue/s.
- the length of the period for which the staff member's conduct will be closely monitored;
- 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;
- the dates for regular review meetings, noting that written reports will be made of these meetings; and
- include a statement that any deliberate breach of any of the requirements of the Conduct Agreement may lead to
 an initiation of proportionate disciplinary action under the Disciplinary action provisions (clause 72) of this
 Agreement.

The staff member will be given 5 days in which to respond in writing to the Conduct Agreement.

Payment of an increment that falls due during this formal process will be delayed until the supervisor is satisfied that the Conduct Agreement conditions have been met.

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

- (a) the issues are resolved, that no further action is required and any deferred increments is to be paid from the end of the review period; or
- (b) a further period of review is required, specifying the new review period; or
- (c) the conduct matters remain unresolved and that the issue will be referred to the delegate in accordance with step 3.

71.6 Further review or disciplinary action – Step 3

Where requirements for improvement in the Conduct Agreement above are not met, the supervisor may recommend to the delegate that:

- (a) a further period of review is warranted; or
- (b) that the conduct constitutes misconduct and that proportionate discipline action under <u>clause 72.4(a) to (f)</u> is warranted; or
- (c) that the conduct constitutes serious misconduct and that proportionate discipline action under <u>clause 72.4</u> is warranted.

The staff member may seek to negotiate alternative employment arrangements as a substitute to the disciplinary action recommended under <u>clause 72.4</u>.

Serious misconduct

- 71.7 'Serious misconduct' means:
 - (a) recurrence or continuation of conduct which has been previously found to be misconduct on the part of the staff member; or
 - (b) serious misbehaviour, which may be a single occurrence, of a kind which constitutes: a serious impediment to the carrying out of a staff member's duties, or to other staff carrying out their duties; a serious risk to the safety of staff, students or visitors to the University; a serious risk to the University's property; serious misconduct in research; a serious dereliction of duties; or a conviction by a court of an offence which constitutes a serious impediment to the carrying out of the duties. Behaviour that constitutes serious misconduct can take many forms but could include serious and/or persistent harassment or bullying, or a criminal offence such as theft, fraud or assault.
- 71.8 There is no requirement to undertake an informal process prior to commencing the following formal process for serious misconduct provided that there are sufficient grounds for considering that serious misconduct may have occurred.
- 71.9 Where a supervisor concludes that there are reasonable grounds for any allegation(s) of serious misconduct against a staff member, they will provide a written report to the delegate of the area in which the staff member works. The delegate will firstly satisfy himself or herself that there are sufficient grounds for considering that serious misconduct may have occurred. If so satisfied the delegate will report in writing to the Director Human Resources.
- 71.10 Where the Director Human Resources is satisfied that serious misconduct may have occurred, the Director will inform the staff member of the receipt of allegations of serious misconduct and will clearly outline the nature of those allegations in writing to the staff member. The staff member will have 5 working days from the receipt of the allegations to submit a written response. The Director Human Resources may appoint an Investigation Officer to investigate the allegations at any point during his or her review of the allegations.
- 71.11 After considering the staff member's response and any other relevant report or material, the Director Human Resources will:
 - (a) decide that there is no case to answer and inform the staff member, their supervisor and the delegate in writing that the matter is closed and there will be no further action; or
 - (b) decide that there is a case of underperformance requiring a formal performance review process to commence under clause 70.6; or
 - (c) decide that there is a case of misconduct and proportionately take disciplinary action specified in clause 72.4(a) to (f); or
 - (d) decide that there is a case of serious misconduct and/or un-remediated underperformance and proportionately take any of the disciplinary actions listed under clause 72.4.

Serious research misconduct

- 71.12 Serious research misconduct includes: recurrence or continuation of conduct, which has previously been found to be research misconduct on the part of the staff member; a failure to follow research protocols approved by research ethics committees or statutory licence conditions, where that failure has resulted in an unreasonable risk or actual harm to humans, animals or the environment; deliberately publishing false research results that become part of the public record; conduct that is alleged to be research misconduct but where the consequences of the alleged breach result in serious harm to the University, or other staff, students or visitors, and the conduct is characterised by a reckless and wilful disregard for the consequences of the alleged conduct.
- 71.13 Where an allegation of serious research misconduct is made, the Director-Human Resources will report the allegations to the Vice-Chancellor (or delegate). Where it is considered the allegation warrants review under this clause, the staff member(s) concerned will be provided with details of the allegations and given an opportunity to respond. Upon consideration of the response from the staff member the delegate will consider what further action, if any, may be required. Where it is considered that the matter is of a serious nature and warrants further investigation, a Research Investigation Committee (RIC) will be formed.
- 71.14 The Vice Chancellor (or delegate) shall appoint the Chair of the RIC having conferred with the ANU Branch President of the NTEU and agreed on an acceptable chair. Normally the Chair of the Committee will not be an ANU staff member and will be experienced in conducting a research investigation, or in the conduct of tribunals of fact, and/or be a subject expert in relation to the matter under investigation. In the event that agreement on a chair cannot be reached the matter may be referred to Fair Work Australia for resolution under clause 75 Dispute Avoidance and Settlement.
- 71.15 The Committee shall include a suitably qualified nominee of the NTEU ANU Branch President and a suitably qualified nominee of the Vice Chancellor (or delegate). Prior to determining the specific composition of the Committee, the Vice Chancellor (or delegate) shall confer with the ANU Branch President of the NTEU to ensure that the Committee includes:
 - (a) at least one member with sufficient expertise and standing in a discipline relevant to the allegation of research misconduct (or in a cognate discipline) such that that member will be capable of understanding and assisting the other members of the Committee to understand any technical, research or scientific questions which may be in dispute; but who will be seen as clearly independent of any of the participants; and
 - (b) at least one member with expertise in investigating research conduct issues, either through his or her academic study or through the administration of research.
- 71.16 In order to achieve the requirements of <u>clause 71.15 (a) and (b)</u> the Vice-Chancellor and the NTEU Branch President may agree that two (2) additional members be added to the membership of the Committee (so there may be five members).
- 71.17 The Committee will ensure that the rules of procedural fairness are followed, but otherwise will determine what additional procedures to follow in its inquiry and shall at all times act in conformity with the procedures set out in clauses 74.17 and 74.18.

- 71.18 Notwithstanding these procedures, where the Vice-Chancellor and the President of the NTEU Branch agree that the, allegations of research misconduct appear to involve action in concert between employees of more than one employer, the relevant CEOs of the employers and the NTEU may agree that a joint investigation and inquiry be held. The procedures for such a joint investigation and inquiry shall be agreed in writing, and where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.
- 71.19 Should the Committee establish a finding that serious research misconduct has occurred, appropriate disciplinary action will be taken in accordance with <u>clause 72</u> (Disciplinary Action) of this agreement.
- 71.20 In the event of any inconsistency between the provisions of <u>clauses 71.7 71.11</u> (Serious misconduct) and <u>clauses 71.12 71.19</u> (Serious Research Misconduct), <u>clauses 71.12 71.19</u> (Serious Research Misconduct) will apply.

Suspension

- 71.21 The University may, at any time while the process for managing misconduct is in progress, suspend a staff member with pay, or without pay. Suspension of a staff member without pay may occur where the alleged misconduct is of a nature that causes imminent and/or serious risk to the health or safety of a person; and/or the staff member's continued presence on campus otherwise presents a serious risk to the University, its staff students and/or visitors. Where this occurs, the staff member may draw on accrued annual leave or long service leave entitlements. Any lost salary and other entitlements will be reimbursed if it is ultimately determined that the allegation is dismissed.
- 71.22 A staff member who has been suspended must not attend the grounds of the University without prior approval from the Director Human Resources. Provided that the Director Human Resources is satisfied that the behaviour of the staff member is not likely to be of a nature described in clause 71.12 above, Director Human Resources will, on application by the staff member, give permission for a staff member to attend a specific part of the University for approved purposes.

72 DISCIPLINARY ACTION

- 72.1 Where disciplinary action is recommended under the managing underperformance, misconduct or serious misconduct provisions of this Agreement, the delegate will review the matter and either propose additional steps to be taken to improve the performance or conduct or submit a report in writing to the Director Human Resources recommending discipline action.
- 72.2 Where the Director Human Resources is satisfied that the appropriate and required steps have been taken, they will advise the staff member of proposed action. The staff member will have 5 working days to respond to the matter in writing. Following consideration of the response, the Director Human Resources will decide the matter and advise the staff member of the decision. In the case of academic staff, the Director Human Resources will confer with the Deputy Vice Chancellor (or their delegate) prior to deciding the matter.
- 72.3 The staff member may seek a review of decision (clause 74).
- 72.4 'Disciplinary action' means:
 - (a) formal counselling of a staff member by an appropriate supervisor;
 - (b) giving a staff member a written warning (including, where appropriate, a final warning);

- (c) withholding an increment;
- (d) demotion from an increment point within a grade;
- (e) demotion of a staff member;
- (f) other action as recommended by a review committee; or
- (g) termination of a staff member's employment (in the case of un-remediated underperformance, serious research misconduct or serious misconduct).
- 72.5 In the case of serious research misconduct or serious misconduct when the decision maker decides to terminate the staff member's employment the staff member will be suspended without pay for five (5) working days in which time the staff member may make an application to have that decision reviewed in accordance with clause 74 (review of decision).
- 72.6 If the staff member fails to make an application for a review of the decision the employment will cease at close of business on the fifth day.
- 72.7 If the staff member lodges an application to review the decision, the review process will proceed and the staff member shall remain suspended without pay until the review process is finalised.

73 GRIEVANCE RESOLUTION

- 73.1 A staff member who feels aggrieved about a matter associated with his or her employment conditions is expected to raise the issue(s) with his or her supervisor, or the supervisor's supervisor, as soon as practicable. The supervisor must initiate discussions with the staff member within two working days of receiving the grievance. The aims of such discussions are to determine whether a genuine grievance exists; gather information as required to assist with the resolution of the grievance; and resolve the grievance or arrange mediation or conciliation to attempt to resolve the grievance.
- 73.2 A staff member who feels that the matter has not been resolved may initiate a formal grievance in accordance with University policy dated 1 October 2007, which will prescribe the procedures for grievance resolution.
- 73.3 Where a dispute arises over the application of the Agreement, <u>clause 75</u> (Dispute avoidance and settlement) applies.

74 REVIEW OF DECISION

- 74.1 A staff member may seek a review of decisions made in relation to their employment at the University.
- 74.2 This clause is limited to decisions concerning the following employment matters under this Agreement:
 - (a) termination of employment for reasons of underperformance, serious misconduct or redundancy;
 - (b) demotion;
 - (c) disciplinary action for other than termination of employment or demotion;
 - (d) withholding of increments for reasons of underperformance;
 - (e) annulment of a probationary employment;
 - (f) refusal to convert employment from casual to either fixed term or continuing employment;
 - (g) refusal to grant an extension of the redeployment or notice period for a general staff member due to personal/sick leave;

- (h) suitability of a redeployment transfer decision;
- (i) decision taken in relation to outside work in accordance with clause 22 (outside work); and
- (j) other circumstances as may be determined from time to time by the University.
- 74.3 This clause does not apply to "Ill health assessment" clause 55

Definitions for this clause

74.4 'Vice-Chancellor' also means his or her nominee; 'Executive' means the Vice-Chancellor, Deputy Vice-Chancellor, Pro-Vice Chancellor or other executive manager as determined by the Vice-Chancellor;

'Decision Maker' means the person who made the decision, which gave cause to the staff member lodging their application; 'Representative' means a person nominated by the staff member to represent them, but does not mean a practising barrister or solicitor; 'Parties' mean the University and the staff member; and

'Days' means working days.

Principles for review of decisions

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

Terms of reference and principles of review

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

Commencing a review

- 74.7 A staff member must, within 5 days (except for academic staff redundancy where 10 days applies) of the date of notification of a decision in relation to <u>clause 74</u>, request a review of decision in writing to a member of the Executive outlining their reasons in accordance with the terms of reference above.
- 74.8 When the member of the Executive receives an application to review cases other than termination of employment or demotion, he or she must make a determination within 10 days.
- 74.9 If the matter is complex, the member of the Executive has a conflict of interest, or it relates to a termination of employment or demotion, it will be referred to a Review Committee within 5 days.

Review committee

- 74.10 Within 15 days of the matter being referred to the Chair of the Review Committee, the committee will convene and review the decision, and provide a written report outlining the findings to the member of the Executive.
- 74.11 The Chair may request an extension of time from the member of the Executive or, if the request is declined and once so advised, the Review Committee will have five (5) days to hand the written report to the member of the Executive.
- 74.12 The member of the Executive will then consider the report, assess the application and make a determination, advise the staff member of their determination and provide them with a copy of the report.

Review Committee composition

- 74.13 The Review Committee will comprise three (3) members, including a nominee from the University, a nominee of the relevant union, and a Chairperson agreed by the nominators.
- 74.14 When establishing a review Committee, if the relevant union fails to make a nomination within five (5) days, the University will nominate a staff member.
- 74.15 Staff Review Committee nominees will be allowed necessary time from their normal duties to ensure the review process is conducted within the set timeframe.

Powers and notification

- 74.16 The member of the Executive has five (5) days to notify the staff member, their supervisor and the original decision maker of their findings, within the Terms of Reference, and the actions to be taken. The member of the Executive may determine that:
 - (a) the original decision was appropriate and that it stands. If the decision relates to a termination of employment, the staff member will be provided with payment for the unexpired part of any notice period between the initial notification of termination of employment and the outcome of the review; or
 - (b) the original decision making process was procedurally incorrect, or there was insufficient evidence, or discrimination or victimisation influenced the decision. The matter will be reconsidered in accordance with the appropriate decision making process, consistent with the findings of the review; or
 - (c) the proposed disciplinary action is not appropriate under the circumstances and advise what alternate disciplinary action/s, if any, will apply; or
 - (d) the original decision is inappropriate and make another finding. Where the staff member would have received benefits had it not been for the original decision, the University will make any necessary arrangements to ensure that the staff member receives any remuneration or other benefits to which they are entitled.

Review process

- 74.17 Where it considers that discrimination or victimisation may have influenced the original decision, the Review Committee may seek and take into account any further material it believes appropriate.
- 74.18 During the review process the staff member and/or the member of the Executive:

- (a) may appoint and be represented by a union or staff representative of their choice;
- (b) will have an opportunity to review the other party's evidence and written submissions prior to submissions being made:
- (c) will have a right to see all documentation provided to the Committee and where information has been given in confidence, that confidence will be respected;
- (d) may wish to obtain further information in relation to, or arising from, documents provided to the Committee. In these circumstances, the Chair will be approached and he or she will endeavour to obtain the information requested;
- (e) will have an opportunity to present evidence and make written and/or oral submissions; and
- (f) hear all such oral submissions; respond to any such further material or submissions; and ask questions of any person who was interviewed by the Committee.

75 DISPUTE AVOIDANCE AND SETTLEMENT

General principles to apply

- 75.1 The purpose of this provision is to avoid and resolve industrial disputes through sharing information, explanation, consultation, cooperation and negotiation. Where a dispute arises out of or in connection with any matter relating to conditions of employment contained in this Agreement, the procedures below will be followed in an attempt to settle the matter in dispute. In the first instance an attempt should be made to resolve the dispute at the local level or where appropriate, utilising the grievance process in clause 73 (grievance resolution).
- 75.2 Without prejudice, until the procedures of this clause have been exhausted, work will continue as normal and no industrial action will be taken. The University will not take action likely to exacerbate the dispute by changing work, staffing and/or the organisation of work if subject to the dispute.
- 75.3 Where a genuine safety issue arises, the University will not require staff to work in an unsafe environment. Staff will accept reassignments, suitable alternative work and relocation until their normal workplace has been declared safe.

Internal dispute settling procedure

- 75.4 The relevant union(s) will notify the Director Human Resources, in writing, of the matter in dispute in relation to the application of this Agreement.
- 75.5 The parties will nominate agreed representatives within 5 working days of receiving written notice of the dispute to meet and attempt to resolve the matter. Where necessary for the purposes of their investigation, the nominated representatives will have access to personnel files (subject to the consent of the staff member(s) concerned), position descriptions, assessments, reports and other relevant documents (except those restricted by relevant legislation) and may interview relevant people both internal and external to the University and carry out job inspections.
- 75.6 The nominated representatives will report of their findings and recommendations in writing to the Director Human Resources and an authorised officer of the union(s) concerned.

- 75.7 If the matter is not resolved, the Director Human Resources will arrange a conference between such representatives that the Director Human Resources and the authorised officer of the union(s) determine appropriate. Assistance may be obtained from an independent person or persons to attempt to resolve the matter.
- 75.8 The Director Human Resources and the authorised officer of the union(s) may enter into negotiations at any level either at the request of a staff member or on their own initiative about the matters in dispute or which either party regards as significant should such action be considered conducive to achieving agreement.

Further action

- 75.9 Where the dispute has not been resolved through the internal dispute settlement procedure, or if a party to the dispute refuses to engage in that procedure, the dispute may be referred to Fair Work Australia (FWA) by a party to the Agreement.
- 75.10 Where FWA determines that it has jurisdiction to arbitrate, FWA may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by FWA's resolution of the dispute.
- 75.11 Where FWA determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any recommendation made by FWA, during conciliation, to resolve the dispute.
- 75.12 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than Fair Work Australia 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.
- 75.13 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 FWA may act of its own motion to take steps to vary the Agreement.

SCHEDULE 1: ACADEMIC STAFF SALARY SCHEDULE

			Annual salary (\$)		
Lovel (Step)	Previous rates	from 24 December 2009	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%
Level (Step)		2%			
Level A*					
A2	53,935	55,013	56,113	58,077	60,690
A4	59,452	60,641	61,854	64,019	66,900
A6	63,932	65,210	66,514	68,842	71,940
A8	68,413	69,782	71,178	73,669	76,984
Level B					
B2	74,447	75,936	77,455	80,166	83,773
B4	79,618	81,210	82,834	85,733	89,591
В6	84,786	86,482	88,212	91,299	95,407
Level C					
C2	89,955	91,754	93,589	96,865	101,224
C4	95,126	97,029	98,970	102,434	107,044
C6	100,296	102,302	104,348	108,000	112,860
Level D					
D2	108,048	110,209	112,413	116,347	121,583
D4	114,942	117,241	119,586	123,772	129,342
D5**	118,295	120,661	123,074	127,382	133,114
Level E					
E1	133,901	136,579	139,311	144,187	150,675
E2	142,002	144,842	147,739	152,910	159,791

^{*}A staff member at Level A will be paid in accordance with <u>clauses 23.7 – 23.10</u> (Salary)

^{**}Step 5 of the Level D (D5) salary structure will be paid only to Senior Fellows appointed before 23 July 1991.

SCHEDULE 2: SESSIONAL ACADEMIC SALARY RATES

- S 2.1 Casual/sessional academic staff will be paid at the sessional rates specified below derived from the following formula:
 - relevant full time salary divided by 52 divided by 37.5 multiplied by hours multiplied by loading of 25%.
- S 2.2 The sessional rate of pay for lecturing or tutoring set in this schedule will encompass the following activities in addition to the delivery of lectures and/or tutorials:
 - preparing of lectures or tutorials
 - up to 30 minutes for each hour of teaching for contemporaneous marking¹ for the students for whom the sessional staff member is responsible.
 - administration of relevant records of students for whom the sessional staff member is responsible.
 - consultation with students involving face to face and email consultation prior to and following a lecture or tutorial.
 - attendance at meetings specifically for the purpose of assisting the sessional staff member to prepare for their lecture or tutorial and which are intended as a substitute for preparation that the staff member would have otherwise had to undertake.
- S 2.3 For the purposes of this provision, "contemporaneous marking" means: marking that is consequential to, or originates from assignments, work or exams set within a given lecture, tutorial or demonstration but does not include marking of subject or course wide examinations, essays or other assessment tasks. However, effective from 1 January 2011 "contemporaneous marking" will mean, marking that is performed during a lecture or tutorial or other teaching session, or marking work that could have reasonably been performed during any of the above.

S 2.4 Lecturing

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

A casual/sessional employee required to deliver a lecture (or equivalent delivery through face-to-face teaching mode) of a specified duration and the related directly associated non-contact duties in the nature of preparation, reasonably contemporaneous marking¹ and student consultation will be paid at a rate for each hour of lecture delivered, in accordance with the following table.

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

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

Developed lecture rate: Paid where the lecturer assumes significant responsibility for planning and developing a course, unit or subject, or a large part of a unit as well as lecturing, or where a lecture or small group of lectures calls

_				

^{1.} Noting the definition change for 'contemporaneous marking' from 1 January 2011, as outlined in Schedule 2.3

for special expertise. This rate is also paid where the staff member has responsibility for coordination of a course or unit.

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

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

	Sessional payment for each hour of lecture delivered						
Lecture type	Previous Rate	From 24 Dec 2009 2%	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%		
Basic lecture - 1 hour of delivery and 2 hours associated working time (rate based on B2).	\$143.17	\$146.03	\$148.95	\$154.17	\$161.10		
Developed lecture - 1 hour of delivery and 3 hours associated working time (rate based on B2).	\$190.89	\$194.71	\$198.60	\$205.55	\$214.81		
Specialised lecture - 1 hour of delivery and 4 hours associated working time (rate based on B2).	\$238.61	\$243.38	\$248.25	\$256.94	\$268.50		
Repeat lecture - 1 hour of delivery and 1 hour associated working time (rate based on B2).	\$95.44	\$97.35	\$99.30	\$102.78	\$107.40		

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

S 2.6 Tutoring

For the purposes of this Schedule the term 'tutorial' means any education delivery described as a tutorial 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 the related directly associated non contact duties in the nature of preparation, reasonably contemporaneous marking¹ and student consultation, will be paid at a rate for each hour of tutorial delivered or presented, according to the following table.

	Sessional payment for each hour of Tutorial delivered					
Type of tutorial	Previous Rate	From 24 Dec 09 2%	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%	
Tutorial - 1 hour of delivery and 2 hours associated working time (rate based on A2).	\$103.72	\$105.79	\$107.91	\$111.69	\$116.71	
Tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination (rate based on A6).	\$122.95	\$125.40	\$127.91	\$132.39	\$138.35	
Repeat tutorial - 1 hour of delivery and 1 hour	\$69.15	\$70.53	\$71.94	\$74.46	\$77.81	

^{1.} Noting the definition change for 'contemporaneous marking' from 1 January 2011, as outlined in Schedule 2.3

associated working time (rate based on A2).					
Repeat tutorial, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination (rate based on A6).	\$81.96	\$83.60	\$85.27	\$88.26	\$92.23

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

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

S 2.7 Musical accompanying with special educational services

For the purposes of 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:

	Sessional payment for each hour of musical accompanying						
Type of musical accompaniment	Previous Rate	From 24 Dec 09 2%	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%		
Musical accompanying - 1 hour of delivery and 1 hour of preparation time (rate based on A2).	\$69.14	\$70.53	\$71.94	\$74.46	\$77.81		
Musical accompanying, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination (rate based on A6).	\$81.96	\$83.60	\$85.27	\$88.26	\$92.23		

^{1.} Noting the definition change for 'contemporaneous marking' from 1 January 2011, as outlined in Schedule 2.3

S 2.8 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).

	Sessional payment for each hour of pre-tertiary music tuition delivered					
Tuition type	Previous Rate From 24 Dec 09 2% From 8 July 2010 July 2011 July 2012 4.5%					
Pre-tertiary music tuition - 1 hour of delivery and 1 hour associated working time (rate based on A2).	\$69.14	\$70.53	\$71.94	\$74.46	\$77.81	

S 2.9 Marking

All marking other than that referred to in \$2.4 and \$2.6 above will be paid according to the following table, for all time worked.

	Payment per hour of marking				
Type of marking	Previous Rate	From 24 Dec 09 2%	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%
Standard marking (rate based on A2).	\$34.57	\$35.26	\$35.97	\$37.23	\$38.90
Standard marking, where the staff member possesses a relevant doctoral qualification or whose duties include full course coordination (rate based on A6).	\$40.98	\$41.80	\$42.64	\$44.13	\$46.12
Complex marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to a staff member at Level B status (rate based on B2).	\$47.72	\$48.68	\$49.65	\$51.39	\$53.70

For the purposes of this schedule the following definitions apply:

- standard marking is non contemporaneous marking that does not require a significant exercise of academic judgement such as where the marker is able to determine the correct answer by application of a marking template or where general commentary or feedback on a written piece of work is provided.
- complex marking is non contemporaneous marking that does require the significant exercise of academic judgement where for example detailed feedback and comments on complex assignments or examination papers and/or large body of work such as a thesis is required.

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

Ecotooto		

^{1.} Noting the definition change for 'contemporaneous marking' from 1 January 2011, as outlined in Schedule 2.3

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

S 2.10 Performance sessions – principal players

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

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

All other performance tuition carried out by casual/sessional academic staff will be remunerated in accordance with <u>\$2.6</u> (Tutoring) or <u>\$2.12</u> (Other required academic activity).

	Sessional payment for each hour of tutorial delivered						
Type of performance session principal players	Previous Rate	From 24 Dec 09 2%	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%		
Performance Session - 1 hour of delivery and 2 hours associated working time (rate based on A6).	\$122.95	\$125.40	\$127.91	\$132.39	\$138.35		
Repeat performance Session - 1 hour of delivery and 1 hour associated working time (rate based on A6).	\$81.96	\$83.60	\$85.27	\$88.26	\$92.23		

S 2.11 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.

	Sessional payment for each hour of tutorial delivered					
Type of ATAS tutoring	Previous Rate From 24 Dec 09 2% From 8 July 2010 2010 3.5% From 7 July 2011 July 20 14.5% From 5 July 20 14.5%					
Group Tutorial - 1 hour of delivery and 2 hours associated working time (rate based on A2).	\$103.72	\$105.79	\$107.91	\$111.69	\$116.71	
Individual Student Tutorial - 1 hour of delivery and 1 hour associated working time (rate based on A2).	\$69.14	\$70.53	\$71.94	\$74.46	\$77.81	

^{1.} Noting the definition change for 'contemporaneous marking' from 1 January 2011, as outlined in Schedule 2.3

S 2.12 Other required academic activity

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

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

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

	Rate per hour of activity delivered					
Type of other activity	Previous Rate	From 24 Dec 09 2%	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%	
Other required activity, as defined (rate based on A2).	\$34.57	\$35.26	\$35.97	\$37.23	\$38.90	
Other required activity, as defined, where the staff member possesses a relevant doctoral qualification or whose duties include full subject coordination (rate based on A6).	\$40.98	\$41.80	\$42.64	\$44.13	\$46.12	

Footnote

^{1.} Noting the definition change for 'contemporaneous marking' from 1 January 2011, as outlined in Schedule 2.3

SCHEDULE 3

GENERAL STAFF SALARIES

S3.1

	Annual salary (\$)				
	Previous rates	From 24 December 2009	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%
Level (Step)		2%			
ANUO2					
(1)	39,183	39,967	40,766	42,193	44,092
(2)	40,139	40,942	41,761	43,223	45,168
(3)	41,014	41,835	42,672	44,166	46,153
ANU3					
(2)	42,618	43,470	44,339	45,891	47,956
(3)	44,145	45,028	45,929	47,537	49,676
(4)	45,671	46,584	47,516	49,179	51,392
(5)	47,293	48,239	49,204	50,926	53,218
ANUO4					
(1)	47,578	48,530	49,501	51,234	53,540
(2)	49,203	50,187	51,191	52,983	55,367
(3)	50,843	51,860	52,897	54,748	57,212
(4)	51,706	52,740	53,795	55,678	58,184
ANUO5					
(2)	52,824	53,881	54,959	56,883	59,443
(3)	54,448	55,537	56,648	58,631	61,269
(4)	56,168	57,292	58,438	60,483	63,205
(5)	57,883	59,040	60,221	62,329	65,134
ANUO6					
(2)	59,698	60,892	62,110	64,284	67,177
(4)	62,559	63,810	65,086	67,364	70,395
ANUO7					
(2)	65,711	67,025	68,366	70,759	73,943
(4)	69,143	70,526	71,937	74,455	77,805

	Annual salary (\$)				
_	Previous rates	From 24 December	From 8 July 2010	From 7 July 2011	From 5 July 2012
Level (Step)		2009 2%	2%	3.5%	4.5%
ANU08					
(2)	74,294	75,780	77,296	80,001	83,601
(4)	79,639	81,232	82,857	85,757	89,616
SM1					
(1)	84,983	86,683	88,417	91,512	95,630
(2)	89,178	90,962	92,781	96,028	100,349
SM2	95,837	97,754	99,709	103,199	107,843
SM3	104,792	106,888	109,026	112,842	117,920
SM4	115,070	117,372	119,719	123,909	129,485
SM5	126,083	128,604	131,176	135,767	141,877

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

S3.2 Supported salary rates for staff with disabilities

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

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

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

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

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

	Annual salary (\$)				
-	Previous rates	From 24 December 2009	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%
Level (Step)		2%	_,,	5.6,0	
ANUO1					
(1)	33,257	33,922	34,600	35,811	37,422
(2)	33,955	34,632	35,325	36,561	38,206
(3)	34,646	35,339	36,046	37,308	38,987
ANUO2					
(1)	35,690	36,403	37,131	38,431	40,160
(2)	36,561	37,292	38,038	39,369	41,141
(3)	37,357	38,104	38,867	40,227	42,037
ANU3					
(2)	38,818	39,594	40,386	41,800	43,681
(3)	40,210	41,014	41,834	43,298	45,246
(4)	41,599	42,431	43,280	44,795	46,811
(5)	43,077	43,938	44,817	46,386	48,473
ANUO4					
(1)	43,337	44,204	45,088	46,666	48,766
(2)	44,817	45,713	46,627	48,259	50,431
(3)	46,311	47,237	48,182	49,868	52,112
(4)	47,142	48,085	49,047	50,764	53,048
ANUO5					
(2)	48,115	49,078	50,060	51,812	54,144
(3)	49,594	50,586	51,598	53,404	55,807
(4)	51,160	52,184	53,228	55,091	57,570
(5)	52,722	53,777	54,853	56,773	59,328
ANUO6					
(2)	54,376	55,463	56,572	58,552	61,187
(4)	56,981	58,121	59,283	61,358	64,119
ANUO7					
(2)	59,825	61,049	62,270	64,449	67,349
(4)	62,979	64,239	65,524	67,817	70,869
ANUO8	· · · · · · · · · · · · · · · · · · ·				,
(2)	67,671	69,024	70,404	72,868	76,147

_			Annual salary (\$)		
Level (Step)	Previous rates	From 24 December 2009 2%	From 8 July 2010 2%	From 7 July 2011 3.5%	From 5 July 2012 4.5%
(4)	72,539	73,990	75,470	78,111	81,626
SM1					
(1)	77,407	78,955	80,534	83,353	87,104
(2)	81,228	82,853	84,510	87,468	91,404
SM2	87,294	89,040	90,821	94,000	98,230
SM3	95,447	97,356	99,303	102,779	107,404
SM4	104,812	106,908	109,046	112,863	117,942
SM5	114,842	117,139	119,482	123,664	129,229

S3.3.2Academic 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 indexed according to increases for other University House staff.

S3.4 Casual staff engaged as simulated patients

- S3.4.1 Effective from 1 January 2010, the following employment conditions and rates of pay apply to staff engaged as Simulated Patients.
- S3.4.2 <u>Clause 14.7</u> (Casual Loading), <u>clauses 14.14 14.17</u> (Minimum engagement), <u>clause 23.3</u> (Salary increases), <u>clause 24</u> (Incremental salary progression), <u>clause 23.11</u> (Salaries casual general staff), <u>Schedule 6</u> (Allowances), <u>clauses 23.1 23.2</u> (Payment of salaries), <u>clause 18</u> (Hours of work) and <u>Schedules 5</u> (General staff position classification standards), <u>Schedule 1</u>, <u>2</u> and <u>clauses 3.1 3.3</u> (Salaries) do <u>not</u> apply to casual staff who are engaged as Simulated Patients.
- S3.4.3 Casual staff members who are engaged as a Simulated Patient must for each performance be paid 16.7% of the appropriate per week adult rate, plus 25% casual loading. The maximum length of such performance will be three hours.
- S3.4.4 The casual loading in <u>S3.4.3</u> above is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full time or part time employment.
- S3.4.5 Any additional hours for a given session above the 3 hour minimum will be paid at an hourly rate derived by dividing the appropriate per week adult rate by 38 plus the 25% loading in \$3.4.3.
- S3.4.6 Casual employees engaged as Simulated Patients will be paid within 22 days of submitting a valid and completed claim for payment to the appropriate Departmental representative of the University.
- S3.4.7 On each occasion a casual staff member engaged as a Simulated Patient is required to attend for work they are entitled to a minimum payment of three hours at the appropriate rate.
- S3.4.8 For the purposes of calculating hourly rates of pay and minimum payments the following base rates per week will be used:

Live Performance Employee	Classification	Weekly rate \$
Level 7	Performer Category 1 Grade 1	698.20
Level 9	Performer Category 1 Grade 2	734.90

S3.4.9 Casual rates for the periods specified in clause S3.4.3 and S3.4.5:

Classification	Minimum engagement (inclusive of 25% loading) – 3 hrs (clause \$3.4.3)	Hourly rate (inclusive of 25% loading) payable after minimum engagement of 3 hrs (clause \$3.4.5)
Performer Category 1 Grade 1	\$145.75	\$22.97
Performer Category 1 Grade 2	\$153.41	\$24.17

S3.4.10 For the purposes of determining the appropriate classification the following definitions will apply:

Performer Category 1 Grade 1

A performer with less than three years experience as a Simulated Patient at ANU or other relevant experience in the entertainment industry who is employed in theatrical productions performing as directed to an existing script and who

is required to exercise their artistic skills to a professional standard as required. A staff member at this level will have appropriate qualifications or be able to demonstrate they possess skills of an equivalent standard.

Performer Category 1 Grade 2

A performer with more than three years experience as a Simulated Patient at ANU or other relevant experience in the entertainment industry provided that the performer's theatrical engagements over the three year period amount to 18 weeks full time employment or an equivalent amount of work in other areas, who is employed in theatrical productions and performs the same duties as set out above but at a standard above and beyond that of a Performer Category 1 Grade 1.

S3.4.11 The above rates of pay will be increased from time to time in accordance with increases applied to the same classification in the Live Performance Award 2010.

SCHEDULE 4 MINIMUM STANDARDS FOR ACADEMIC LEVELS

S4.1 Introduction

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

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

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

S4.2 Teaching and research academic staff

Level A

A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop 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.

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

Level A

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

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. 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 5 GENERAL STAFF CLASSIFICATION DESCRIPTORS

S5.1 Salary structure

General staff positions will be classified in accordance with the ANU Officer or Senior Manager structures as set out in this Schedule. Positions will be classified at the level which most accurately reflects the work performed by the staff member as required by the University, taking into account the skills and responsibilities required to perform that work. Determination of the classification of ANU Officer positions levels 1 to SM1 will be based on the primary descriptors set out in \$5.2, in conjunction with the secondary descriptors for each of the ANU classification streams described in \$5.3. The classification of Senior Manager (SM) positions will be determined by the primary descriptors set out in \$5.2.

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.

S5.2 Primary descriptors

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 Qual	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.		

Definition 2:	Qualifications
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.
	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.

Staff members at the base of this level would not be required to have formal qualifications or work experience upon engagement.
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.
Cleaner, labourer, trainee for level 2 duties.
Close supervision or, in the case of more experienced staff working alone, routine supervision.
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.
May provide straightforward information to others on building or service locations.
Resolve problems where alternatives for the jobholder are limited and the required action is clear or can be readily referred to higher levels.
Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties.

Training level or qualifications:	Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience, or 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:	Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.
	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.
Typical activities:	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.
	Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

	T
Training level or qualifications:	Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:
	completion of a trades certificate or 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.
	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.
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:	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.
	In technical assistant positions:
	assist a technical officer in operating a laboratory, including ordering supplies
	assist in setting up routine experiments
	monitor experiments for report to a technical officer
	assist with the preparation of specimens
	assist with the feeding and care of animals.
	Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.
	In administrative positions, perform a range of administrative support tasks including:
	standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial,

student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics,
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.

ANOO Level 4	
Training level or qualifications:	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.
	In technical assistant positions:
	assist a technical officer in operating a laboratory, including ordering supplies
	assist in setting up routine experiments
	monitor experiments for report to a technical officer
	assist with the preparation of specimens
	assist with the feeding and care of animals.
	Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.
	In administrative positions, perform a range of administrative support tasks including:
	standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics
	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:	In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.
	May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.
Task level:	May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.
Judgement, independence and problem solving:	In trades positions, extensive diagnostic skills.
	In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.
	In 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
	100 of 150

	knowledge of a range of personnel and functions.
Typical activities:	In trades positions:
	work on complex engineering or interconnected electrical circuits
	exercise high precision trades skills using various materials and/or specialised techniques.
	In technical positions:
	develop new equipment to criteria developed and specified by others
	under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
	demonstrate the use of equipment and prepare reports of a technical nature as directed.
	In library technician positions:
	undertake copy cataloguing
	use a range of bibliographic databases
	undertake acquisitions
	respond to reference inquiries.
	In administrative positions:
	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.

Training level or qualifications:	Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
	completion of a degree without subsequent relevant work experience, or
	completion of an 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:	Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.
Level of supervision:	In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

Task level:	Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.
Judgement, independence and problem solving:	In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.
Typical activities:	In technical positions:
	develop new equipment to general specifications
	under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations
	under broad direction, set up, monitor and demonstrate standard experiments and equipment use
	prepare reports of a technical nature.
	In library technician positions, perform at a higher level than Level 4, including:
	assist with reader education programs and more complex bibliographic and acquisition services
	operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.
	In administrative positions:
	responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.
	In professional positions and under professional supervision:
	work as part of a research team in a support role
	provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services
	provide counselling services.
	•

Training level or qualifications:	Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with subsequent relevant experience, or
	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	Graduate or professional with subsequent relevant work experience (including a computer

equivalent:	systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.
Level of supervision:	In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.
Task level:	Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
Judgement, independence and problem solving:	Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.
Typical activities:	In technical positions:
	manage a teaching or research laboratory or a field station
	provide highly specialised technical services
	set up complex experiments
	design and construct complex or unusual equipment to general specifications
	assist honours and postgraduate students with their laboratory requirements
	install, repair, provide and demonstrate computer services in laboratories.
	In administrative positions:
	provide financial, policy and planning advice
	service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence
	monitor expenditure against budget in a school or small faculty.
	In professional positions:
	work as part of a research team
	provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services
	provide counselling services
	undertake a range of computer programming tasks
	provide documentation and assistance to computer users
	analyse less complex user and system requirements.

Training level or qualifications:	Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
-----------------------------------	--

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

F.	
Training level or qualifications:	Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:
	postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or
	extensive experience and management expertise, or
	an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.
Level of supervision:	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.
Task level:	Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

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

ANUO Level 9 / SM1

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

are required.
Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

ANUO Level 10 / SM1

Training level or qualifications:	Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:
	proven expertise in the management of significant human and material resources; in addition to, in some areas,
	postgraduate qualifications and extensive relevant experience.
Occupational equivalent:	Senior program, research or administrative manager.
Level of supervision:	Broad direction, 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.

Senior Manager (SM) positions

The minimum requirements for all SM 2 - 5 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.
Level of supervision:	Broad direction. Usually will manage other administrative, technical and/or professional staff.

Task level:	Conceptualise, develop, initiate and review major technical and/or administrative policies at University level. Responsible for management of a complex area of work at a level higher than ANUO 10. Accountable for program performance. Comprehensive knowledge of related programs.
Organisational knowledge:	Devise new ways of adapting technical and/or administrative strategies to meet new internal and external demands.
Judgement, independence and problem solving:	Full responsibility for achieving significant objectives and programs. Will have a significant collaborative role.

The specific requirements for each SAO/SM classification are as follows:

SM2

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

SM3

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

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

SM4

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

SM5

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

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

Glossary of Terms

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

Adapt To modify or alter.

Advise To recommend a course of action; to counsel; to give advice to (not simply to tell or inform).

Analyse To study the factors of a situation or problem in detail in order to determine the solution or

outcome.

Analysis The resolution or breaking up of factors/tasks/data into their various simple elements.

Anticipate To foresee events, trends, consequence or problems.

Approve To sanction officially; to ratify (thereby assuming responsibility).

Area A School, Centre, The Faculties or University Division (e.g. Buildings and Grounds Division,

Central Areas, Finance and Accounting Division, Secretary's Division).

See also: Local Work Area

Assist To lend aid; to help; to give support to.

Collaborate To work with and act jointly with others.

Communication skills Thoughts and information are expressed clearly, concisely with the choice of words adjusted to

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

easily follow.

Complex Intricate, complicated; consisting of a number of inter-related steps requiring analysis and/or

judgement.

Conceptualise To form ideas or notions which give rise to options, solutions or improved methods or

understanding.

Consult To confer with; to seek the advice, views or ideas of others.

Contact To communicate with.

Coordinate To bring into common action; to harmonise; to integrate.

Delegate (verb)

To assign or entrust to another tasks, duties or responsibilities whilst retaining ultimate

accountability and responsibility.

Demonstrate To illustrate and explain, especially with examples.

Design To create a plan or scheme.

Develop To initiate, elaborate or expand a plan, program or course of action.

Devise To plan or invent a way of doing something or an alternative way of doing something.

Diagnose To ascertain the condition of: to identify an error or malfunction.

Distribute To apportion or deal out as in distributing literature or mail.

Draft To write or compose papers or documents in rough, preliminary or final form, usually for

clearance and approval by others.

Establish To set up; to institute; to place on a firm basis.

Evaluate To appraise; to assess the value of.

Expert A person having particular skill(s), experience and in-depth knowledge.

Facilitate To make easy or less difficult (usually by doing something to advance the accomplishment of

some objective).

Formulate To develop or devise a statement of policy, a method or a procedure.

Implement To carry out a task, plan or program.

Independence The extent to which a staff member is allowed or encouraged to work without supervision or

direction.

Initiate To begin a process; set going; originate.

Innovate To exercise creativity in introducing something new or in making changes.

Interaction Action or behaviour that influences and responds to that of another or others.

Judgement The ability to make sound decisions, recognising the consequences of decisions taken or

actions performed.

Leadership The ability to create a cohesive, cooperative and equitable work group which effectively

achieves the objectives of the work area. Leadership implies the continual development of staff

and giving and receiving constructive feedback on a regular basis.

Liaise To maintain contact with; to act as intermediary between parties.

Local work area A Centre, Unit, Office, Department or Program.

Maintain To keep possession of: to hold or keep in an appropriate condition: to keep up to date or

current.

Manage To take responsibility for; to control.

Modify To make changes to.

Monitor To watch, check, keep track of or record progress of.

Negotiate To communicate or confer with others for the purpose of arranging some matter by mutual

agreement; to have discussions with a view to some compromise or settlement.

Operate To conduct or perform an activity.

Participate To take part in.

Perform To carry out or execute some action.

Policies/Codes/ The written determinations, guidelines, p

Standards

The written determinations, guidelines, procedures or accepted practice which govern actions.

Prepare To make ready for a particular purpose.

Problem solving The process of defining and selecting the appropriate course or courses of action in order to

resolve problems or difficulties, or seek out most desirable or workable outcomes; may involve

innovation.

Process To handle in accordance with prescribed procedures.

Proficient Having a demonstrated ability to perform relevant tasks competently.

Recommend To propose a course of action for decision or approval.

Record To register; to set down in writing.

Represent To act in the place of, or on behalf of.

Report To give an account of; to furnish information or data.

Research The systematic investigation into and study of materials or sources to establish facts, collate

information and make recommendations when appropriate.

Review To re-examine, to re-assess, to re-evaluate.

Revise To rework in order to correct or improve; to make a new, improved or up to date version of.

Routine Standard or regular way of working usually within established processes, methods and

guidelines.

Straight-forward Presenting no complications.

Strategic planning To plan and develop proposals to achieve organisational goals and objectives.

Strategic support Support critical to achievement of an objective.

Supervise To take leadership and responsibility for the direction and performance of staff and work in a

designated work area.

Supervisor The staff member designated by the University to supervise the work and performance of

employees as human resources; may have responsibility for non-human resources.

Understand To grasp the meaning of; to have knowledge of or technical acquaintance with

University level of

influence

School or Faculty where the activity has a major influence; or the influence is on a major area of

the University; or there is a significant influence University-wide.

Utilise To make use of.

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

S5.3 **Secondary Descriptors**

Administration Secondary Descriptors

ANUO 2-3 (Admin)

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

ANUO4 (Admin)

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

ANUO5 (Admin)

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

ANUO6/7 (Admin)

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

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

ANUO8 (Admin)

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

ANUO9/10 OR SM1 (Admin)

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

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

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

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

Cleaner Secondary Descriptors

ANUO2 (Clean)

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

ANUO3 (Clean)

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

Engineer Secondary Descriptors

ANUO5/6 (Eng)

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

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

ANUO7 (Eng)

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

ANUO8 (Eng)

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

Judgement, independence and	Contribute to project/program design, development and implementation.
problem solving:	

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

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

ANUO9/SM1 Step 1 (Eng)

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

ANUO10/SM1 Step 2 (Eng)

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

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

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

Grounds Secondary Descriptors

ANUO2 (Grounds)

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

ANUO3 (Grounds)

Training level or qualifications:	Horticulture/Greenkeeping Certificate. 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.

ANUO4 (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.

Hospitality Secondary Descriptors

ANUO1/2 (Hospitality)

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

ANUO3 (Hospitality)

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

ANUO4 (Hospitality)

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

ANUO5 (Hospitality)

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

ANUO6 (Hospitality)

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

ANUO7 (Hospitality)

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

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

ANUO 8 (Hospitality)

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

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

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

ANUO9/SM1 Step 1 (Hospitality)

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

ANUO10/SM1 Step 2 (Hospitality)

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

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

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

Information Technology Secondary Descriptors

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

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

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

Information Technology Support involves any or all of:

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

ANUO2-3 (IT)

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

ANUO4 (IT)

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

ANUO5/6 (IT)

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

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

ANUO7 (IT)

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

ANUO8 (IT)

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

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

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

ANUO9/SM1 Step 1 (IT)

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

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

ANUO10/SM1 Step 2 (IT)

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

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

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

Library Secondary Descriptors

ANUO4 (Library)

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

ANUO5/6 (Library)

For incremental advancement or appointment to the higher levels of the ANUO 5/6 Library broadband, occupants will have developed a full understanding of the local work area functions and a sound knowledge of activities in university libraries. This is expected to result in more independent application of library methods and procedures, with more time spent on the more complex functions of the position, and demonstrated initiative in relation to the work.

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

ANUO7 (Library)

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

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

ANUO8 (Library)

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

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

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

ANUO9/SM1 Step 1 (Library)

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

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

ANUO10/SM1 Step 2 (Library)

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

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

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

Maintenance Secondary Descriptors

ANUO2 (Maint)

Tooley be a least a manage of the second	16 to a constant death and a constant of the first transfer of the constant of
Training level or qualifications:	It is expected that occupants will have the knowledge, skills and experience reflected in the Primary descriptors for Level 2.
Level of supervision:	- Tonosted in the Filmary association 2000 2
Task level:	
Organisational knowledge:	
Judgement, independence and problem solving:	
ANUO3 (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.
ANUO4 (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.
ANUO5 (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. * 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.

Printing Secondary Descriptors

ANUO2-3 (Print)

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

ANUO4 (Print)

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

Research Secondary Descriptors

ANUO4 (Research)

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

ANUO5/6 (Research)

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

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

ANUO7 (Research)

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

ANUO8 (Research)

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

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

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

ANUO9/SM1 Step 1 (Research)

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

ANUO10/SM1 Step 2 (Research)

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

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

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

Security Secondary Descriptors

ANUO3 (Security)

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

ANUO4 (Security)

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

Technical Secondary Descriptors

ANUO2-3 (Tech)

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

ANUO4/5 (Tech)

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

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

ANUO6 (Tech)

Training level or qualifications:	Degree with relevant experience* or broad technical knowledge or equivalent combination of experience** and education/training. Notes: * As a guide, experience in this context and at this level is likely to be 2 years. ** As a guide, experience in this context and at this level is likely to be 4 years.
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 established standards. Some ingenuity in design and/or the application of techniques to own work is required. This may include the use and/or manipulation of various computer software applications. Development associated with method and techniques. May support a teaching program, for example design and develop practical
	experiments, and assist with the development and planning of coursework.

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

ANUO7 (Tech)

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

ANUO8 (Tech)

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

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

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

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

ANUO9/SM1 step 1 (Tech)

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

ANUO10/SM1 step 2 (Tech)

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

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

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

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

Specialist Secondary Descriptors

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

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

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

ANUO6/7 (Specialist)

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

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

ANUO8 (Specialist)

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

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

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

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

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

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

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

SCHEDULE 6 ALLOWANCES

Academic Staff allowances

Clinical loadings for academic staff

S6.1 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:

	Annual allowance (\$)				
	Previous Dec 09 July 2010 July 2011 2012				From 5 July 2012 (4.5%)
Where the staff member has significant responsibility for patient care	\$22, 293	\$22,739	\$23,194	\$24,005	\$25,086
Where the staff member does not have significant responsibility for patient care	\$11, 163	\$11,386	\$11,614	\$12,020	\$12,561

S6.1.1 Clinical loadings will be superannuable.

General staff allowances

- S6.2 Long service allowance for general staff
- S6.2.1 A staff member employed by the University before 11 March 1993 in a pre-ANU Officer classification listed in the following table (or any earlier date specified therein) is entitled to a Long Service Allowance (LSA) in accordance with the scale prescribed below, provided that the staff member has at least 10 years' continuous and satisfactory service (excluding casual employment) and has been paid at the top of his or her current salary range for 5 years. Time spent on the top of the range under the pre 5 March 2009 salary structure will count as service when calculating the entitlement to LSA if staff move to a new top of the range pursuant to clause 68.1 (Classifications and salary structure).
- S6.2.2 For the purpose of this clause 'continuous service' will include a period of leave granted for the purpose of serving in the Defence Forces of the Commonwealth in time of war or defence emergency or during a period of compulsory training or service.
- S6.2.3 A staff member who is in receipt of a LSA and is subsequently reclassified will be transferred to a salary step in the new classification that absorbs the allowance. That staff member, if reclassified to an ANU Officer level that still attracts the LSA, will again be entitled to the LSA on satisfaction of the criteria in \$6.2.1.
- S6.2.4 A staff member who was paid at the top of the range of an eligible classification prior to transfer to the ANU Officer levels is eligible for payment of the LSA when he or she reaches the top of the range of the ANU Officer levels 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.
- S6.2.5 The LSA will be deemed to be salary for all purposes except the payment of loadings, allowances and penalty rates.
- S6.2.6 The LSA will be indexed in accordance with clause 30.2(b) (Operating Grant Indexation rate).
- S6.2.7 The parties acknowledge that the arrangements contained in this clause may not be applicable in all cases. Where anomalies arise they will be referred to the Director Human Resources and determined on a case by case basis.

Classification prior to 11 March 1993	Current ANU Officer Grade and Stream	Long Service Allowance rate for eligible staff			
		Years of Service	Current Allowance (\$ pa)	From 24 December 2010	
ANU Grade 1	ANU Officer Grade 2	10	1,535	1,567	
		15	2,174	2,220	
		20	2,941	3,003	
ANU Grade 2	ANU Officer Grade 3	10	1,661	1,696	
		15	2,558	2,612	
		20	3,325	3,395	
ANU Grade 3	ANU Officer Grade 4	10	1,917	1,957	
(employed prior to 10.3.82)		15	2,813	2,872	
		20	3,710	3,788	
ANU Grade 4	ANU Officer Grade 5	10	2,046	2,089	
(employed prior to 10.3.82)		15	3,070	3,134	
· · · · · · · · · · · · · · · · · · ·		20	4,093	4,179	
ANU Stores 1	ANU Officer Grade 2	10	1,535	1,567	
	(Stores)	15	2,174	2,220	
	,	20	2,941	3,003	
ANU Stores 2	ANU Officer Grade 3	10	1,661	1,696	
	(Stores)	15	2,558	2,612	
		20	3,325	3,395	
ANU Stores 3	ANU Officer Grade 4	10	1,917	1,957	
(employed prior to 10.3.82)	(Stores)	15	2,813	2,872	
, , ,		20	3,710	3,788	
ANU Stores 4	ANU Officer Grade 5	10	2,046	2,089	
(employed prior to 10.3.82)	(Stores)	15	3,070	3,134	
, , ,		20	4,093	4,179	
Archivist Grade 1	ANU Officer Grade 5/6	10	2,301	2,349	
	(Archives)	15	3,325	3,395	
		20	4,478	4,572	
Attendant Grade 1	ANU Officer Grade 1	15	638	651	
	(General Services)	20	1,278	1,305	
Attendant Grade 2	ANU Officer Grade 2	15	766	782	
	(General Services)	20	1,407	1,437	
Cleaner	ANU Officer Grade 1	10	1,407	1,437	
	(Cleaning)	15	2,046	2,089	
	, 3,	20	2,687	2,743	
Engineer Class 1	ANU Officer Grade 5/6	15	1,151	1,175	
<u> </u>	(Engineering)	20	2,174	2,220	
Foreman - Electrician	ANU Officer Grade 5	15	1,024	1,046	
Carpenter, Fitter, Painter		20	2,046	2,089	

Classification prior to 11 March 1993	Current ANU Officer Grade and Stream	Long Service Allowance rate for eligible staff			
		Years of Service	Current Allowance (\$ pa)	From 24 December 2010	
Foreman – Plumber	ANU Officer Grade 5	10	2,046	2,089	
		15	3,070	3,134	
		20	4,093	4,179	
Labourer (Other)	ANU Officer Grade 1	15	638	651	
	(General Services)	20	1,278	1,305	
Laboratory Attendant	ANU Officer Grade 1	15	638	651	
	(Technical)	20	1,278	1,305	
Lab Technician Grade 1	ANU Officer Grade 2	10	1,535	1,567	
Salary Maintenance	(Technical)	15	2,301	2,349	
		20	3,070	3,134	
Lab Technician Grade 2	ANU Officer Grade 3	10	1,790	1,828	
	(Technical)	15	2,558	2,612	
		20	3,457	3,530	
Sen Lab Tech Grade 2	ANU Officer Grade 5	10	2,046	2,089	
	(Technical)	15	3,070	3,134	
		20	4,093	4,179	
Library Officer Class 2	ANU Officer Grade 4	10	1,790	1,828	
•	(Library)	15	2,687	2,743	
		20	3,583	3,658	
Assistant Programmer	ANU Officer Grade 4	10	2,046	2,089	
Salary Maintenance	(IT)	15	3,070	3,134	
<u> </u>		20	4,093	4,179	
Programmer Grade 1	ANU Officer Grade 5/6	10	2,301	2,349	
	(IT)	15	3,325	3,395	
		20	4,478	4,572	
Programmer Grade 2	ANU Officer Grade 7	10	2,431	2,482	
	(IT)	15	3,710	3,788	
		20	4,861	4,963	
Prog Assistant Grade 1	ANU Officer Grade 2	10	1,535	1,567	
<u>_</u>	(IT)	15	2,174	2,220	
		20	2,941	3,003	
Prog Assistant Grade 2	ANU Officer Grade 3	10	1,661	1,696	
<u>_</u>	(IT)	15	2,558	2,612	
		20	3,325	3,395	
Prog Assistant Grade 3	ANU Officer Grade 4	10	1,917	1,957	
Salary Maintenance	(IT)	15	2,813	2,872	
,		20	3,710	3,788	
Technical Officer	ANU Officer Grade 4/5		, -	,	

Classification prior to 11 March 1993	Current ANU Officer Grade and Stream	Long Service Allowance rate for eligible sta		
		Years of Service	Current Allowance (\$ pa)	From 24 December 2010
Draughting Officer	(Tech & Draught/III)	20	1,024	1,046
Illustrator				
Sen Technical Officer 1 & 2	ANU Officer Grade 6	10	2,301	2,349
Sen Draughting Officer 1 & 2	(Tech & Draught/III)	15	3,457	3,530
Sen Illustrator 1 & 2		20	4,605	4,702
Sen Technical Officer 3	ANU Officer Grade 7	10	2,431	2,482
Sen Draughting Officer 3	(Tech & Draught/III)	15	3,710	3,788
Sen Illustrator 3		20	4,861	4,963
Translator Grade 1	ANU Officer Grade 5	10	2,046	2,089
(employed prior to 10.3.82)	(Admin)	15	3,070	3,134
		20	4,093	4,179
Workshop Assistant	ANU Officer Grade 1	10	1,407	1,437
	(Technical)	15	2,046	2,089
		20	2,687	2,743

S6.3 Specific pathogen free allowance

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

- (a) an allowance of \$0.69 per hour in addition to his or her normal rate of pay; and
- (b) an allowance of \$1.95 on each occasion that he or she is required to submit a nasal swab.

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

S6.4 Allowances for maintenance and grounds staff

Industry allowance

S6.4.1 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 \$21.56 per week, to be indexed in accordance with clause 30.2(b).

Electrical "A" Class licence allowance

S6.4.2 A maintenance staff member who is employed as an electrician will be paid an allowance of \$32.04 per week for the continuance of their electrical licence, to be indexed in accordance with clause 30.2(c).

Trade allowance for plumbers

S6.4.3 A maintenance staff member who is employed as a plumber will be paid a trade allowance of \$16.34 per week, to be indexed in accordance with clause 30.2(b).

Tool allowance

S6.4.4 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 \$24.14 per week, to be indexed in accordance with clause 30.2(c).

S6.5 Allowances for cleaners

A staff member who is required to clean lavatories for the major portion of a day or shift will be paid an allowance of \$1.10 per day or shift, to be indexed in accordance with clause 30.2(b), while so engaged.

S6.6 First aid allowance

A staff member who is designated as a first aid attendant in accordance with <u>clause 66</u> (First aid) is entitled to an allowance as specified below.

Certification	Weekly allowance (\$)	
Level 2	\$7.46	
Level 3 and above	\$11.25	

S6.7 Uniform allowance

- S6.7.1 For the purposes of S6.7 (Uniform allowance) and S6.8 (Laundry allowance) a "uniform" shall mean any coat, dress, cap, apron, cuffs or other special article of clothing the University requires an employee to wear in the performance of work.
- S6.7.2 A staff member who is employed in the Hospitality stream who is required by the University to wear a uniform while on duty shall be paid the actual cost of providing or replacing the uniform.
- S6.7.3 By mutual agreement between the University and the staff member, the University may instead of paying the allowance, provide and where necessary replace the uniform.

S6.8 Laundry allowance

- S6.8.1 A staff member who is employed in the Hospitality stream who is required by the University to wear a uniform while on duty shall be paid a laundry allowance of \$9.39 per week, to be indexed in accordance with clause 30.2(c)
- S6.8.1 By mutual agreement between the University and the staff member, the University may instead of paying the allowance, provide a laundering service.
- S6.9 Special conditions for staff of NARU, Warramunga Seismic Array and Siding Spring Observatory

District allowance

S6.9.1 Subject to <u>clause 10</u> (Senior management appointments), a continuing, continuing (contingent funded) or fixed term staff member who is required to work at one of the facilities specified in the following table and reside in the vicinity of the facility is entitled to a district allowance in accordance with the following table:

Facility	Allowance (\$	Allowance (\$ per annum)	
	No eligible dependants	One or more eligible dependants	
Siding Spring Observatory, Coonabarabran	\$638	\$1, 267	
Northern Australia Research Unit, Darwin	\$1,671	\$3, 070	
Warramunga Seismic Array Unit, Tennant Creek	\$3, 775	\$6,102	

- S6.9.2 For the purpose of this clause, 'eligible dependant' means a dependant or partner who resides with the staff member and whose income is less than the current Minimum Wage, as determined by the Fair Work Australia.
- S6.9.3 The district allowance will be indexed in accordance with clause 30.2(b).

Leave fares assistance

S6.9.4 Subject to <u>clause 10</u> (Senior management appointments), a continuing, continuing (contingent funded) or fixed term staff member who is required to work at, and resides in the vicinity of, the facilities specified in the following table is entitled to <u>one</u> leave fare assistance payment per year while on approved paid annual, long service or parental leave, up to the value specified below and subject to the following conditions:

Northern Australia Research Unit, Darwin	Leave Fare Assistance (per annum)		
	Resident in the Northern Territory immediately prior to appointment	Not resident in the Northern Territory immediately prior to appointment	
Per adult and eligible dependant child 11 years and older	Nil	Up to the value of the best available Adult Qantas fully flexible return direct economy airfare from Darwin to Adelaide	
Per eligible dependant child under 11 years	Nil	Up to the value of the best available child Qantas fully flexible return direct economy airfare from Darwin to Adelaide	
Conditions	 Payment is up to the value specified above; Entitlement is after 12 months continuous service; Travel can be by alternative methods if receipts are provided as per point 4 and claim is no more than value specified above; and Provision of receipts for travel related expenses for the amount claimed is required. 		

Warramunga Seismic Array Unit, Tennant Creek	Leave Fare Assistance (]per annum)		
	Resident in the Northern Territory immediately prior to appointment	Not resident in the Northern Territory immediately prior to appointment	
Per adult and eligible dependant child 11 years and older	Up to the value of the best available fully flexible economy return adult Rail/Bus fare to Darwin.	Up to the value of the best available fully flexible adult rail/bus fare to Alice Springs and the best available adult Qantas fully flexible return direct economy airfare from Alice Springs to Adelaide	
Per eligible dependant Child under 11 years	Up to the value of the best available fully flexible economy return child Rail/Bus fare to Darwin.	Up to the value of the best available fully flexible child rail/bus fare to Alice Springs and the best available child Qantas fully flexible return direct economy airfare from Alice Springs to Adelaide	
Conditions	 Payment is up to the value specified above; Entitlement is after 12 months continuous service; Travel can be by alternative methods if receipts are provided as per point 3 above and claim is no more than value specified above; and Provision of receipts for travel related expenses for the amount claimed is required. 		

S6.9.5 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 S6.9.2) in lieu of the provision outlined in the above table.

SCHEDULE 7 APPLICATION OF SUPPORTED WAGE SYSTEM FOR STAFF WITH A DISABILITY

S 7.1 A staff member who:

- (a) is unable to perform the range of duties to the competence level required within the class of work for which the staff member is engaged, as defined by the ANU Officer levels, because of the effects of a disability on their productive capacity; and
- (b) meets the impairment criteria for receipt of a Disability Support Pension may be employed in accordance with the provisions of this clause.
- S 7.2 This clause does not apply to:
- (a) an existing staff member who has a claim against the University which is subject to the provisions of workers' compensation legislation; or
- (b) any provision of this Agreement relating to the rehabilitation of staff members who are injured in the course of their current employment.
- S 7.3 For the purposes of this clause, the following definitions will apply:
- (a) 'Supported Wage System' means the Commonwealth government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process":
- (b) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the supported wage system;
- (c) 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme;
- (d) 'Assessment instrument' means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- S 7.4 A staff member to whom this clause applies will be paid in accordance with Schedules 1 3.
- S 7.5 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:
- (a) the University and the unions party to this Agreement, in consultation with the staff member; or
- (b) the University and an accredited assessor from a panel agreed by the parties to this Agreement and the staff member.
- S 7.6 The assessment instrument, including the percentage of the salary rate to be paid to the staff member, will be lodged by the University in accordance with current legislative requirements.

- S 7.7 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.
- S 7.8 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.
- S 7.9 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 redesign of job duties, working time arrangements and work organisation in consultation with other staff in the area.

S 7.10 Trial period

- S7.10.1 In order to make an adequate assessment of the staff member's capacity, the University may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- S7.10.2 During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a standard employment relationship shall be determined.
- S7.10.3 The amount payable to the staff member during the trial period will be not less than 10% of the prescribed salary rate.

SCHEDULE 8 ANU WORKLOADS POLICY

All Staff

- S 8.1 The University will use its best endeavours to allocate workloads in a fair and equitable manner.
- S 8.2 Supervisors will be responsible for allocating workloads, and are directly responsible to the Delegate for compliance with these principles.
- S 8.3 The University has a duty to care for, and to protect, the health and welfare of staff in relation to the performance of their duties.
- S 8.4 The University and its staff recognise the importance of a balance between working life and family/social responsibilities. The University will not make workload demands of staff that are inconsistent with this principle.
- S 8.5 No staff member should be pressured, either directly or indirectly, whether by supervisors, management or other staff, to undertake excessive workloads.
- S 8.6 Those responsible for originating and implementing new initiatives are required to give fair and proper consideration of the workload implications.
- S 8.7 Recreation leave and Long Service Leave are benefits to both the University and staff. Staff members and supervisors should ensure that these types of leave are taken in a timely manner to ensure that staff members have adequate breaks from work.
- S 8.8 Workloads will be addressed regularly between the staff member and their supervisor in accordance with clause 45 (Career and Performance Development). Staff members are encouraged to raise workload issues with their supervisor whenever there is a genuine concern or problem about such issues.
- S 8.9 A staff member's inability to meet unreasonable workloads does not constitute unsatisfactory performance.
- S 8.10 The University will ensure that there are transparent mechanisms through which workloads can be monitored.
- S 8.11 The University will ensure that there is a transparent mechanism through which staff members can address workload issues and pursue grievances.
- S 8.12 A supervisor who becomes aware of unacceptably high workloads across his/her area of responsibility should notify his/her supervisor (or area Delegate) of this situation in writing. This notice should include any action taken to date to address the issue, e.g. seeking additional resources and/or determining work priorities.
- S 8.13 Upon being informed by a supervisor that an area's workloads are unacceptably high, the Delegate must initiate measures to address the issues. Such measures may include the initiation of an area workflow analysis.
- S 8.14 If a staff member remains concerned about their workload following the actions of the Delegate in <u>S8.13</u>, they may initiate a formal grievance under <u>clause 73</u> (Grievance Resolution).

Academic Staff

- S 8.15 The University recognises that academic work involves a reasonable balance between self-directed and assigned activities. These may include:
- Teaching
- Supervision of research students

- Research and scholarly activity or professional practice in the visual or performing arts
- Leadership, mentoring and pastoral care of students
- Administration
- Associated professional work and service to the community, and
- Securing and managing externally funded projects
- S 8.16 The level of assigned activities should not be so great as to preclude a reasonable balance between self-directed and assigned activities.
- S 8.17 When monitoring academic workloads, the supervisor will inform staff of the locally accepted contact hour load and take into account the whole range of academic work duties.

General Staff

- S 8.18 General staff employees should be allocated a workload that is manageable within ordinary hours of duty of the employee.
- S 8.19 The ordinary hours of duty (exclusive of meal times) for all categories of full time general staff, will be 35 per week, except that the ordinary hours of work for staff members employed in the Hospitality Stream at University House shall be 38 per week.
- S 8.20 No employee shall be required to work excessive overtime.