



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**The Australian National University Students' Association (Inc) Trading AS
ANU Students Association**
(AG2025/4298)

THE AUSTRALIAN NATIONAL UNIVERSITY STUDENTS' ASSOCIATION ENTERPRISE AGREEMENT 2024-2027

Educational services

DEPUTY PRESIDENT WRIGHT

SYDNEY, 9 JANUARY 2026

*Application for approval of the Australian National University Students' Association
Enterprise Agreement 2024-2027*

Introduction

[1] The Australian National University Students' Association trading as ANU Students Association (the Employer) has made an application for approval of an enterprise agreement known as the Australian National University Students' Association Enterprise Agreement 2024-2027 (the Agreement) pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single enterprise agreement.

[2] The Agreement will apply to employees who are covered by the *Higher Education Industry General Staff Award 2020* (Award)

Provision of Notice of Employee Representational Rights (NERR)

[3] The NERR refers to the Agreement as 'The Australian National University Students' Association Enterprise Agreement 2023', whereas clause 1.1 refers to the Agreement as 'The Australian National University Students' Association Enterprise Agreement 2024-2027'.

[4] Pursuant to s.188(5) of the Act, I am satisfied that this was a minor procedural error and that employees were not likely to have been disadvantaged by the error.

Shiftworker Definition

[5] The Agreement does not define a shift worker for the purposes of the additional week of annual leave provided by the NES. Clause 2 of the Award defines a 'seven day shiftworker' as an employee 'who is regularly rostered to work on Sundays and public

holidays in an institution in which shifts are continuously rostered 24 hours a day, 7 days a week’.

Section 190 Undertakings

[6] The Employer provided written undertakings to address the above issue. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

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

Section 183 Bargaining Representatives

[8] The National Tertiary Education Industry Union (NTEU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it

[9] In accordance with s.201(2), I note that the Agreement covers the NTEU.

Approval

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 January 2026. The nominal expiry date of the Agreement is 30 June 2027.



DEPUTY PRESIDENT

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ANNEXURE A

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/4298

Applicant:

Australian National University Students' Association

Section 185 – Application for approval of a single enterprise agreement

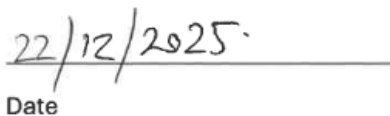
Undertaking – Section 190

I, Eleanor Boyle, General Manager, have the authority given to me by the Australian National University Students' Association (ANUSA) to give the following undertaking with respect to the Australian National University Students' Association Enterprise Agreement 2024-2027 ("the Agreement"):

1. ANUSA will not regularly roster any employee covered by the Agreement to work on Sundays or public holidays.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature


Date



**The Australian National University
Students' Association Enterprise
Agreement (2024-2027)**

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

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Part 1: About this agreement

1. Title and operation

- 1.1. This Agreement will be known as *The Australian National University Students' Association Enterprise Agreement 2024-2027*, and will commence operation seven days after approval by the Fair Work Commission.
- 1.2. *The Australian National University Students' Association Enterprise Agreement 2024-2027* will have a nominal expiry date of 30 June 2027.

2. Application of the agreement

- 2.1. This Agreement is intended to cover:
 - The Australian National University Students' Association (ANUSA) as the employer;
 - All employees of ANUSA;
 - The National Tertiary Education Union (NTEU), provided written notice is given in accordance with section 183(1) of the *Fair Work Act 2009* (Cth) and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the NTEU.
- 2.2. This Agreement does not apply to:
 - Elected officers of ANUSA in their capacity as officers.
 - For the avoidance of doubt, if an officer is also an employee of ANUSA, this Agreement is intended to cover them in their capacity as an employee only.

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. With respect to employees of ANUSA, this Agreement replaces the *Student Associations of the Australian National University Enterprise Agreement 2019*.
- 3.3. This Agreement is a closed and comprehensive Agreement and subject to the National Employment Standards. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 3.4. Where the workplace delegates' rights term in the Higher Education General Staff Award 2020 contains an entitlement for a workplace delegate that is not in this Agreement, or contains an entitlement for a workplace delegate that is more favourable than an equivalent term in this Agreement, the workplace delegates' rights term in the modern award applies with respect to that entitlement.

4. Individual flexibility arrangements

- 4.1. ANUSA and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the flexibility agreement relates to one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) allowances;
 - (iii) remuneration; and
 - (b) the arrangement meets the genuine needs of ANUSA and the employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by ANUSA and the employee.
- 4.2. ANUSA must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 4.3. ANUSA must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the employer and employee;
 - (c) is signed by the employer and employee or, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 4.4. ANUSA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 4.5. ANUSA or the employee 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 employer and employee agree in writing – at any time.

5. Renegotiation of agreement

- 5.1. ANUSA agrees that at least six months prior to the nominal expiration of this Agreement they will re-open negotiations with a view to negotiating a new agreement.

6. ANUSA policies and procedures

- 6.1. This agreement is supported by ANUSA policies and procedures to provide more detailed guidance to employees on the application of the provisions of this agreement. Particular policies are identified in the relevant clause, however they are not incorporated into and

do not form part of this agreement. If there is any inconsistency between this agreement and a policy, the express terms of the agreement will prevail.

- 6.2. ANUSA and employees agree that such policies and procedures will be available to all employees and will be updated as necessary following reasonable consultation.
- 6.3. As has been previous practice, ANUSA agrees to make reasonable contributions to covering the costs of on-campus parking for employees, and will consult with employees regarding any proposed changes to its contributions.

Part 2: Types of employment

7. Types of appointment

- 7.1. ANUSA will engage a person as an employee in accordance with this Agreement on terms that correspond with the following types of employment:
- (a) Continuing employment (Clause 8).
 - (b) Part time employment (Clause 9).
 - (c) Fixed term employment (Clause 10).
 - (d) Casual employment (Clause 11).

8. Continuing employment

- 8.1. Continuing employment means all employment other than fixed term or casual employment. 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, or fixed term. A part time employee is entitled to the same employment conditions, calculated on a pro rata basis, as an equivalent full time employee.

10. Fixed term employment

- 10.1. Fixed term employment means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Fixed term appointments may only be used where an employee is:
- (a) carrying out a limited time defined project, task or role;
 - (b) implementing a research project;
 - (c) temporarily replacing an employee on leave or on reduced hours for a period under the flexible working arrangements;

- (d) engaged on a pre-retirement contract;
- (e) to fill a position funded by external funding (not being a position funded by an operating grant from government or student fees); or
- (f) working as part of a new organisational arrangement where a employee 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.
- (g) the employee is or was a student where that status was relevant to their engagement.

10.2. During the term of the contract, employment is not terminable by ANUSA except during or at the end of a probationary period or for cause based on or upon serious misconduct or underperformance.

Fixed term contract non-renewal separation payment

10.3. Where a fixed-term employee who has held more than one contract is neither renewed nor appointed to a continuing post, the employee shall be paid a retrospective separation payment based on 5% of their gross wages received over the period of the contract and any contracts with ANUSA. The loading is cumulative where a contract is renewed. It is expiated only through a separation payment at the termination of the employment relationship or conversion to a continuing post.

10.4. The fixed term non-renewal loading does not apply for:

- (a) once-only fixed-term contracts with ANUSA which expire and are not renewed, and where no other person is appointed to the same or a similar post and where no other person is appointed to the same or similar post and where the incumbent would have been available for further employment;
- (b) where all the employee's fixed-term appointments were as a "replacement" employee;
- (c) a "pre-retirement contract"; or
- (d) where there have been breaks in service between contracts of more than sixteen weeks (excluding periods of approved unpaid leave).

Fixed term conversion

General

- 10.5. Upon appointment, ANUSA will advise a fixed term employee that, after serving the qualifying period in clause 10.8, fixed term employees may have a right to apply for conversion and a copy of the conversion provisions of this agreement will be made available to such employees.
- 10.6. ANUSA will also take reasonable steps from time to time to inform fixed term employees of the conversion provisions of this agreement.
- 10.7. An eligible fixed term employee may apply in writing for conversion to continuing employment in accordance with the conversion provisions of this agreement.

Eligibility for conversion

- 10.8. To be eligible to apply for conversion, a fixed term employee must have been employed in the same or a similar and identically classified position over the immediately preceding period of at least 24 months.

Application for conversion

- 10.9. ANUSA will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:
- (a) the employee is or was a student where that status was relevant to their engagement and the work required;
 - (b) the employee is a genuine retiree;
 - (c) the employee 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);
 - (d) the employee has another primary occupation with the employer or elsewhere, either as an employee or as a self-employed person;
 - (e) the employee does not meet the essential requirements of the position;
 - (f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular; or

- (g) there is not funding security for the position.

Offer of ongoing employment

- 10.10. ANUSA will determine an application for conversion either by offering conversion or by rejecting the application. If ANUSA rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a continuing position.
- 10.11. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of ANUSA's operational requirements, will be consistent with the employee's previous engagement. The conversion offer will also constitute (and include such other details as are required for) an instrument of engagement under the agreement.

Further applications

- 10.12. An employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where that rejection is solely based upon the ground set out in clause 10.9 and that ground ceased to apply.

Fixed term employment in breach of clause 10.1

- 10.13. If it is determined that an employee was engaged as a fixed term employee in breach of clause 10.1, that employee will be entitled to appointment to a continuing position.

11. Casual employment

- 11.1. 'Casual employee' has the meaning given by section 15A of the *Fair Work Act 2009* (Cth). An employee is a casual employee only if:
 - (a) the employment relationship is characterised by an absence of a firm commitment to continuing and indefinite work; and
 - (b) the employee would be entitled to a casual loading or a specific rate of pay for casual employees under a fair work instrument if the employee were a casual employee, or the employee is entitled to such a loading or rate of pay under the contract of employment.
- 11.2. The minimum engagement period for a casual employee will be three hours.

Change to continuing employment

Employee choice pathway

- 11.3. Casual employees have a pathway to full time or part time (continuing) employment under the NES. The 'employee choice pathway' allows eligible casuals to notify ANUSA in writing of their intention to change to continuing employment.
- 11.4. A casual employee can provide written notice to ANUSA to change to continuing employment under the employee choice pathway if they:
- (a) have worked for at least 6 months, and
 - (b) believe they no longer meet the definition of 'casual employee' (see section 15A of the *Fair Work Act 2009* (Cth)).
- 11.5. A casual employee cannot provide written notice to ANUSA if they:
- (a) are engaged in a dispute with ANUSA about changing to continuing employment under the employee choice pathway, or
 - (b) in the last 6 months, ANUSA has refused a previous notice, or they have resolved a dispute with ANUSA about employee choice under a relevant dispute resolution process.
- 11.6. ANUSA must respond in writing to the casual employee within 21 days of the casual employee giving the notice, either:
- (a) accepting the change, or
 - (b) not accepting the change.
- 11.7. If ANUSA accepts the change, the written response must include information about:
- (a) what the new employment status will be (full time or part time),
 - (b) the employee's new hours of work, and
 - (c) when the change will take effect.
- 11.8. If ANUSA does not accept the change, the written response must include the reasons for the decision.
- 11.9. Reasons for not accepting the change can only be any of the following:

- (a) the employee still meets the definition of a casual employee;
- (b) there are fair and reasonable operational grounds for not accepting the notification, such as:
 - (i) substantial changes would be required to the way work in ANUSA is organised;
 - (ii) there would be significant impacts on the operation of ANUSA; or
 - (iii) substantial changes to the employee's employment conditions would be necessary to ensure ANUSA doesn't break rules (such as in this Agreement) that apply to the employee.
- (c) accepting the change would mean ANUSA won't comply with a recruitment or selection process required by law.

Protections

11.10. ANUSA cannot take certain actions to avoid its obligations or a casual employee's right to change to continuing employment. This includes:

- (a) reducing or varying a casual employee's hours of work;
- (b) changing a casual employee's pattern of work; or
- (c) terminating a casual employee's employment.

11.11. A casual employee is also protected against adverse action because they have a workplace right.

11.12. ANUSA must provide a casual employee with a copy of the Casual Employee Information Statement as soon as practicable after they start work; after 6 months and 12 months of employment, and then after every 12 months of employment.

Dispute resolution

11.13. Any dispute in relation to changes from casual to continuing employment will be resolved in accordance with the dispute avoidance and settlement procedures of this Agreement (clause 57).

Recognition of service

- 11.14. On transition or appointment to continuing employment, a casual employee will be appointed to the appropriate ANUSA Level, and at the increment point which is commensurate with their length of service (including casual service) with ANUSA. An employee's casual service will also count as service for the purposes of calculating the dates of incremental progression under clause 19.
- 11.15. On transition or appointment to continuing employment, casual employees will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:
- (a) long service leave; and
 - (b) any applicable unpaid parental leave.

12. New or vacant positions

- 12.1. Before a new or vacant position is advertised externally, existing employees covered by this Agreement will be invited to express interest in the position.
- 12.2. Where a current employee expresses interest in a new or vacant position, and meets the selection criteria to a degree where they could effectively carry out the duties with minimal training, they will be offered the role prior to any external advertisement.
- (a) Where the position attracts an expression of interest from one person only, ANUSA may exercise its discretion to appoint that person to the position without proceeding to advertisement.
 - (b) Where two or more current employees express interest in the position, ANUSA will establish an Appointments Committee to interview the applicants. ANUSA will have discretion to select a preferred candidate for the role.
- 12.3. Only where no expressions of interest are received, or none of the employees expressing interest meets the selection criteria to a degree where they could effectively carry out the duties with minimal training, may ANUSA advertise the position externally.
- 12.4. This clause shall not apply to casual staff appointments.

Part 3: Starting at ANUSA

13. Contract of employment

- 13.1. On engagement, ANUSA must provide the employee with a letter of appointment which sets out the type of employment and the terms of engagement including:
- (a) Employee name;
 - (b) Position title;
 - (c) The classification level;
 - (d) Salary on commencement;
 - (e) Hours or fraction of full-time hours worked;
 - (f) Any period of probation including the set and the maximum probation period;
 - (g) Duties of the position;
 - (h) For fixed term employees, the length of service;
 - (i) For part-time employees the agreed regular pattern of work, including hours and days worked;
 - (j) For casual employees, the number of hours required and applicable rates of pay;
 - (k) Identity of the employer;
 - (l) Reference to documentary sources from which employment conditions derive;
and
 - (m) Supervisory and reporting relationships applying to the employee.

14. Probation

- 14.1. Probation is the initial period of employment when the suitability of a new employee (other than a casual) is determined. It provides an opportunity for the supervisor to determine whether a probationary employee meets the standards required for confirmation of appointment.

- 14.2. The employee's employment offer will specify the period of the probation, which will be for a maximum of:
- (a) Three months for appointments less than 12 months; or
 - (b) Six months for appointments of 12 months or greater.
- 14.3. Probation entails setting and clarifying work performance objectives for employees. During a probation period ANUSA will offer appropriate support, development opportunities and feedback to assist the probationary employee to achieve confirmation of employment.
- 14.4. Casual employees are not subject to probation.
- 14.5. Where the supervisor of an employee is concerned about the performance or conduct of a probationary employee, the supervisor will meet with the employee as soon as is reasonably practicable to discuss these concerns. During any discussions the supervisor will advise the probationer, where relevant:
- (a) that the performance standards have not been met and outline the deficiencies (which may relate to attendance, punctuality, commitment to work, competence/quality of work, relationship with co-workers, productivity/rate of work or other matters);
 - (b) that the probationary employee'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 probationary employee's employment may be terminated (annulled).
- 14.6. During any review period the supervisor will work with the probationary employee on an improvement plan and timeline to assist the probationary employee to achieve the performance standards within the remaining probationary period. In setting the performance standards consideration will be given to:
- (a) the appropriate standards for ANUSA work levels; and
 - (b) the expectations of a new employee to ANUSA.

14.7. Following the completion of any review period as outlined above, the supervisor should assess whether the probationary employee's performance, conduct or suitability remains unsatisfactory based on a reasonable assessment of:

- (a) The probationary employee's performance against the performance standards; and
- (b) any extenuating circumstances that may have impacted on the probationary employee's performance.

14.8. Where the concerns are serious in nature, the supervisor may forgo the review period above and commence discussions as outlined below.

Action to annul employment or extend probation

14.9. Where the probationary employee's performance is unsatisfactory following the review period, ANUSA may, provided it is at least 10 working days prior to the end of the probationary period, advise a probationary employee that ANUSA proposes to either:

- (a) annul their employment; or
- (b) extend their probation until the maximum period.

14.10. In any of these circumstances, the probationary employee will be given a reasonable opportunity to seek further advice and respond to the proposal.

14.11. Following consideration of any response given by the probationary employee, the President or delegate may decide to either:

- (a) take no further action;
- (b) confirm the appointment
- (c) refer the matter back to the relevant supervisor to ensure that all the steps above have been complied with in substance and in a manner appropriate to the circumstances;
- (d) extend the probationary period in accordance up to the maximum period allowed and provide to the employee a statement as to the duration of the extended probation period and details of where their performance requires improvement; or
- (e) annul the appointment.

- 14.12. The President or delegate shall, in the event of a recommendation or decision to annul the appointment and terminate the probationary employee's services, provide two weeks of notice of termination from the date of the decision in clause 14.11 and/or payment in lieu thereof.

15. Ordinary hours of work

- 15.1. The ordinary hours per week for full-time work are 35 hours per week as the standard ordinary hours of duty. Part-time employees are required to work the hours per week set out in the employment contract.
- 15.2. Ordinary hours will be worked within the span of Monday to Friday, between the hours of 8.00 am and 6.00 pm.
- 15.3. Notwithstanding clause 15.2, the ordinary hours of casually employed staff working in the Brian Kenyon Student Space (BKSS) will be worked within the span of Monday to Friday, between the hours of 8.00 am and 8.00 pm.

16. Entitlement to breaks

- 16.1. ANUSA will ensure that employees will not be required to work more than five consecutive hours without a meal break of at least 30 minutes. Time taken as meal breaks will not be paid for and will not be counted as time worked.
- 16.2. Employees are entitled to an additional meal break of up to one hour after completing two hours of overtime continuous with ordinary hours of work.
- 16.3. ANUSA acknowledges employees may require flexibility around their breaks, including the use of micro breaks for wellness, family support, religious observation, to meet personal requirements and/or other commitments. In these cases, employees may request a flexible work arrangement or flextime arrangement in accordance with clause 38 of the Agreement.

Part 4: Salary and benefits

17. Salary

- 17.1. Salaries (including overtime and special loadings, if any) will be paid fortnightly.
- 17.2. All employees will receive salary increases at the same percentage rate and at the same time as may be granted by the Australian National University from time to time to employees holding the equivalent or corresponding classification under the most recent Australian National University Enterprise Agreement.
- 17.3. In the event that there is no salary increase granted by the Australian National University during a calendar year, employees will receive a salary increase of 2% effective from 1 January in the following calendar year. For the purposes of clause 17.4, any salary increase provided for in this clause will be regarded as a salary increase for the calendar year prior to the 1 January on which it is effective.
- 17.4. In the event that cumulative salary increases in a calendar year (including any increase paid in accordance with 17.3) are below the annual Consumer Price Index (CPI) for the calendar year, all employees will receive an additional salary increase effective from 28 February in the following calendar year.
- (a) The salary increase in 17.4 will consist of the total percentage of CPI minus the percentage of salary increases (including any increase in accordance with 17.3) paid for that calendar year.
 - (b) For the purposes of this clause, CPI refers to the 'All groups CPI' weighted average of eight capital cities over the 12 months to the December quarter of the relevant calendar year.
 - (c) If ANUSA's Student Services and Amenities Fee (SSAF) funding decreases by fifteen (15) per cent or more in a calendar year when compared to the previous calendar year, ANUSA will not be required to pay an additional salary increase in relation to the calendar year for which funding has decreased.
 - (d) Any salary increase provided for in this clause will be regarded as a salary increase for the calendar year prior to the 28 February on which it is effective.
- 17.5. Annual leave loading will not be payable as all salaries have incorporated this loading.
- 17.6. Salaries as at 4 July 2024 are stated in Schedule A.

17.7. Projected increases based on *The Australian National University Enterprise Agreement 2023-2026* have been included in Schedule A.

(a) Notwithstanding projected salary increases in Schedule A, salaries will be paid in accordance with clauses 17.2 to 17.4.

17.8. Casual employees will receive a salary loading of 25% in lieu of public holidays, and all paid leave entitlements other than long service leave, casual sick leave, gender affirmation leave, and family and domestic violence leave.

17.9. The loading is calculated in accordance with base annual salary rate (i.e. Ordinary Time Rate).

18. Classifications

18.1. Employees will have their position classified in accordance with Classification Descriptors set out in Schedule B of this Agreement.

18.2. Positions will be classified according to the "work value" principle with reference to the position classification standards in Schedule B.

Resolving classification concerns

18.3. The process within the dispute avoidance and settlement provisions (clause 57) can be utilised by employees to resolve concerns relating to their classification.

19. Incremental progression

19.1. Employees shall at the end of each 12 month period of service be entitled to progress to the next pay point within the ANUSA Level in which the employee is classified subject to satisfactory performance in that 12 month period.

19.2. Where it is likely that an increment within a Level may be withheld the employee shall be advised in writing three months prior to the increment date. Such advice shall include the action required by the employee if they are to be eligible for incremental advancement. If such advice is not given, then the employee will be entitled to the incremental advancement on their increment date.

19.3. There is no automatic entitlement to incremental progression from one ANUSA Level to another.

20. Superannuation

- 20.1. ANUSA will pay employer contributions of 17% of salary for all non-casual employees. Employer superannuation contributions for casual employees shall be two (2) per cent higher than those prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 20.2. All superannuation contributions must be made to a complying fund as required by the SGA Act, and unless otherwise required by law, will be to UniSuper (the default fund).
- 20.3. If a commencing employee does not nominate a superannuation fund:
- (a) ANUSA will make the contributions into the employee's stapled superannuation fund as advised by the Australian Taxation Office (ATO); and
 - (b) if the ATO advises ANUSA that an employee does not have a stapled superannuation fund, the ANUSA will open a UniSuper account on the employee's behalf and make contributions into that account.
- 20.4. Employees engaged at the date of the commencement of this Agreement will be entitled to choose their superannuation fund in accordance with the *Treasury Laws Amendment (Your Superannuation Your Choice) Act 2020* (Cth).
- 20.5. Superannuation salary will be ordinary times earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

21. Salary packaging

- 21.1. ANUSA will offer salary sacrificing deductions for employees, including for extra superannuation payments, campus childcare, on-campus parking fees, union fees and other benefits available through ANUSA's salary packaging provider. An employee may salary sacrifice and authorise deductions from their salary.
- 21.2. ANUSA will provide a payroll deduction facility for union fees at no cost to the employee or the union.

22. Overtime and Time Off In Lieu (TOIL)

- 22.1. Overtime is work which is performed at the direction of the supervisor and which is in excess of the ordinary number of hours of work or is required to be worked outside the span of hours as defined in clause 15 (Ordinary hours of work).
- 22.2. An employee may be required to work reasonable overtime. Where an employee has personal commitments or personal circumstances arise and it would be unreasonable for ANUSA to prevent the employee from attending to them, the employee may refuse to work outside their ordinary hours of work.

Eligibility for paid overtime

- 22.3. An employee will be eligible to receive the overtime rates prescribed in clause 22.6, except where:
- a) The employee is employed at ANUSA Officer 8 or above (such employees will be eligible to receive time off equivalent to the period of overtime worked in accordance with the relevant overtime rate);
 - b) a flexible working arrangement in accordance with clause 38 (Flexible work arrangements) applies and where the work can be accommodated within that arrangement;
 - c) the employee is in receipt of an annualised overtime allowance in accordance with clause 22.14; or
 - d) the employee requests time off in lieu of an overtime payment (for a period equivalent to the overtime rate), with the agreement of the supervisor.
 - e) A casual employee will be eligible for overtime in accordance with clauses 22.4 and 22.5 (below).

Overtime for casual employees

- 22.4. A casual employee will be eligible to receive the overtime rates prescribed in clause 22.6 where the employee works in excess of, or outside the ordinary hours of work as defined in clause 15 (Ordinary hours of work) or rostered hours of work. Where a casual employee receives overtime rates of pay, they will not be eligible to be paid the casual loading referred to in clause 17.8 for the overtime work.
- 22.5. For the purpose of clause 22.4, 'rostered hours' means:

- a) hours offered and accepted by casual employees;
- b) hours the subject of a formal written roster; or
- c) hours as set out in the applicable shift work roster.

Overtime rates

22.6. An employee who is eligible to be paid for overtime will be paid in accordance with the following table. For the avoidance of doubt, normal salary for the purpose of computation of overtime payments and overtime allowances includes higher duties allowances.

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

Overtime allowances

22.7. An employee who works overtime will be paid overtime allowances, subject to eligibility as outlined in the below table:

Overtime allowance type / eligibility criteria	Allowance
Short call allowance Where an employee is required to work overtime on a Sunday or public holiday and has received less than 24 hours' notice of that requirement. Where an employee is directed to immediately attend an emergency situation, regardless of the day upon which that requirement falls.	\$22.89
Cancellation allowance Where an employee is provided less than six hours' notice of cancellation of overtime.	One hours' normal salary at overtime rate
Overtime travelling allowance To be paid where an employee works overtime not continuous with ordinary hours in accordance with clause 22.9, where the employee uses their private vehicle to be paid for return travel between the workplace and an employee's residence.	Same rate as Motor Vehicle Allowance (clause 24.3)

Meal allowance To be paid where an employee works overtime to the end of or beyond a meal break, or takes an additional meal break in accordance with clause 16.2.	\$24.54
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- 22.8. At the time any increase to salaries is granted under clause 17 (Salary), there will be equal increases to the short call allowance and the meal allowance.

Paid overtime not continuous with ordinary hours

- 22.9. Where the employee is required to work overtime that is not continuous with their ordinary hours, the employee will be paid a minimum of four hours at the appropriate overtime rate calculated from the time the employee commenced work; and an overtime travelling allowance as defined in clause 22.7. This will not apply where the interval between the completion of the employee's ordinary hours and the commencement of overtime is a meal break of not more than two hours that has been agreed between the employee and the supervisor.

Other terms and conditions for overtime

- 22.10. An employee who works approved overtime is entitled to a minimum of ten hours between the termination of work on one day and the commencement of duty the next day. Where the employee's ordinary working time commences less than ten hours after the employee has finished work, they will not be required to attend work until that period has elapsed but will be paid in full for those hours which would ordinarily be worked on that day. In circumstances where it is impossible to release an employee for ten consecutive hours, the employee will be paid double time for all hours worked until able to take a ten hour break.
- 22.11. An employee who is paid overtime may be entitled to an additional meal break in accordance with clause 16.2 and payment of a meal allowance in accordance with clause 22.7.
- 22.12. Where an employee is performing overtime at the time of a daylight savings changeover from standard time to summer time, or the reverse, payment will be made in respect of elapsed time.

- 22.13. Where an employee is required at short notice to work paid overtime until it is too late to travel by the last public transport option or other regular means of commuting to their usual place of residence, ANUSA will provide appropriate transport free of charge.

Annualised overtime allowance

- 22.14. The delegate may approve payment of an annualised overtime allowance for an employee that is employed at ANUSA Officer Level 8 or above and is not a casual employee, where that employee's duties necessitate long working hours and/or significant hours of work outside the normal span of hours, to compensate for all overtime worked in lieu of the time off prescribed in clause 22.6. For employees at Senior Manager 2 or above, the delegate will be the President.
- 22.15. An annualised overtime allowance will have a duration of 12 months and will be paid fortnightly. ANUSA and the employee will negotiate and agree on the fortnightly quantum of payment of an annualised overtime allowance before it commences, having regard to the overtime hours the employee is likely to work over the next 12 months. If agreement cannot be reached on the quantum of payment, the provisions under this clause will apply (clause 22).
- 22.16. Payment of an annualised overtime allowance will not be less than what the employee would have received had they been eligible to be paid for all overtime hours worked through the normal calculations of overtime rates when averaged over a year. To ensure this, 12 months after the commencement of an annualised overtime allowance ANUSA will undertake a review of the overtime hours the employee has worked during the period they were in receipt of the allowance, and as necessary pay an additional 'make good' payment to the employee on the next scheduled pay day. In the event the employee's employment ceases or they otherwise cease to receive an annualised overtime allowance before 12 months have elapsed since its commencement, ANUSA will undertake the review as soon as practicable after that event.

23. Higher duties allowance

- 23.1. If an employee is required to work temporarily in a position of a higher classification for a continuous period in excess of five working days (including leave), they will be paid a higher duties allowance.

23.2. The allowance will be:

- (a) the difference between the salary rate for their current level and incremental step and the base salary rate of the higher level at which the higher duties are being undertaken; or
- (b) a percentage of the difference between the salary rate for their current level and incremental step and the base salary rate of the higher level at which the higher duties are being undertaken as approved by ANUSA for the period of higher duties.

24. Other allowances

Responsibility allowances

- 24.1. ANUSA will pay responsibility allowances to employees in accordance with this clause and Schedule C.
- 24.2. At the time any increase to salaries is granted under clause 17 (Salary), there will be equal increases to the allowances in Schedule C.

Motor vehicle allowance

- 24.3. Employees may be authorised to use private vehicles for business, where it is considered that it will result in greater efficiency or involve less expense for ANUSA. Employees will receive a per kilometre Motor Vehicle Allowance at the rate set by the Australian Taxation Office for the 'cents per kilometre' method for work-related car expenses deductions.
- 24.4. For the avoidance of doubt, an employee who receives the Overtime Travelling Allowance at clause 22.7 for an instance of return travel between their residence and the workplace is not eligible to also receive the Motor Vehicle Allowance for that same instance.

Travel assistance

- 24.5. ANUSA will meet reasonable travelling or other expenses incurred by employees when travelling on ANUSA business, or purchasing material for ANUSA, subject to production of receipts for any expenditure incurred. Travel will be administered in accordance with ANUSA's travel policy.

Loss or damage to clothing or personal effects

- 24.6. An employee may be reimbursed an amount considered reasonable to cover the loss or damage to their clothing or personal effects which resulted from the performance of their duties subject to a minimum value of \$20.

Part 5: Leave and conditions

25. Leave provisions

- 25.1. ANUSA will provide a family friendly work environment, with flexible leave arrangements which allow fair and reasonable access to paid and unpaid leave for a range of purposes to support personal needs of employees and the operational requirements of ANUSA. An outline of the various leave types is provided in the following clauses.
- 25.2. All paid leave counts as service for all purposes.
- 25.3. A part time employee is entitled to the same leave entitlements as a full time employee in an equivalent position, except that leave will be paid on a pro rata basis.
- 25.4. All leave will be taken at a time mutually agreed by the employee and supervisor, having regard to the operational requirements of the area and the particular needs of the employee, except where this Agreement specifically provides otherwise or where personal circumstances arise, the nature of which would make it unreasonable for ANUSA to prevent the employee from taking the leave.
- 25.5. If, subject to the provisions of this Agreement, an employee takes leave at half pay, their leave accruals and superannuation contributions during the period of leave at half pay will be on a pro rata basis unless otherwise stated in this Agreement.

26. Continuity of service

- 26.1. For the purpose of determining service entitlements of fixed term and casual employees, breaks between periods of employment of up to two times per year and of up to eight weeks, or the period between terms of employment over the summer break, are deemed not to constitute breaks in continuous service.
- 26.2. For the purpose of long service leave eligibility, any break between two periods of eligible service of twelve months or less, are deemed not to constitute breaks in continuous service.

27. Annual leave

- 27.1. Employees are entitled to 22 days paid Annual Leave per annum which is cumulative and accrues on a daily basis. Employees may access their Annual Leave at half pay.
- 27.2. If an employee has in excess of two (2) years' annual leave entitlement, and they have not applied for leave which will eliminate the excess, the employee's supervisor will inform them that leave must be taken at a mutually agreed time within the next four (4) months. The amount of leave to be taken must be sufficient to reduce the excess leave, to below the one (1) years' annual leave entitlement.
- 27.3. Employees have the option of cashing out any accrued Annual Leave in excess of 22 days.

28. Personal leave

- 28.1. The provision of personal and wellbeing leave is an acknowledgement that employees of ANUSA are also members of families and communities, and have commitments not related to work. ANUSA expects supervisors to be sensitive and flexible in planning for employees to attend to personal matters.
- 28.2. In addition to the personal leave available in accordance with this clause, employees may use available annual leave or long service leave or leave without pay for personal reasons.
- 28.3. Personal and wellbeing leave is provided for all employees, other than casual employees, in the following circumstances:
 - (a) Sick leave for the purpose of when the employee is unable to attend work because of personal illness, injury, or health reasons impacting attendance at work (including menstruation and menopause), or attend a medical appointment during the employee's ordinary hours of work;
 - (b) Carer's leave for the purpose of caring for an immediate family member or a person of the employee's household, who requires care or support because of a personal illness, personal injury, personal incapacity, unexpected emergency, or medical condition;
 - (c) Bereavement leave of up to five days for an immediate family member, a person of the employee's household, or close friend

- (d) Antenatal and fertility leave for the purpose of attending appointments (including as a supporting partner) associated with antenatal care, surrogacy, fertility treatment, pre-adoption or permanent placement, subject to relevant evidence;
- (e) Wellbeing leave of up to two days per calendar year; which are designated days of leave that can be taken by an employee to focus on their own mental and physical wellbeing;
- (f) Leave for essential cultural and religious purposes;
- (g) Leave to support a person experiencing family or domestic violence, including to mind children for that person; or
- (h) On compassionate or other appropriate grounds as determined by the President or delegate.

28.4. For the purpose of personal leave, immediate family member means an employee's spouse or de facto partner (including former spouse or de facto partner), child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (including former spouse or de facto partner). Where an employee has a relationship with a person that falls outside the enumerated categories above but which is characterised by a similar closeness as the relationships described, that person shall be treated as a family member for the purposes of this agreement.

Personal and wellbeing leave entitlements

28.5. An employee is entitled to personal leave on full pay at the rate of:

Category	Entitlement
Continuing or fixed-term employees in the first to third year of service.	20 days per year.
Continuing or fixed-term employees after the third year of service.	25 days per year.
Casual employees.	Five (5) instances per year in accordance with clause 28.10.

28.6. All paid personal leave is cumulative.

- 28.7. On commencement an employee will be credited with the first year's entitlement. The second and subsequent years' entitlements accrue throughout the year and become available on the anniversary of appointment.
- 28.8. Where reasonable circumstances exist, the delegate may approve an employee taking part of their personal leave entitlement as additional days on a half pay basis.
- 28.9. In extenuating circumstances, an employee who has used all of their personal leave credits (including sick leave for casual employees) and who is suffering substantial hardship may apply to the President or delegate for assistance.

Sick leave for casual employees

- 28.10. Casual employees are entitled to up to five (5) instances of paid sick leave per year for when the employee is unable to attend work because of personal illness, injury, or health reasons. An instance shall consist of one day, and the entitlement to paid leave will be for all work a casual employee was rostered to work on that day. For the avoidance of doubt, a casual employee may take multiple instances of sick leave consecutively.
- 28.11. Casual employees are required to provide a medical certificate or relevant supporting documentation for all sick leave applications. The evidence may include: a statutory declaration; medical certificate; or other reasonable evidence considered acceptable by ANUSA.
- 28.12. Casual employees will be paid at their full pay rate for the hours they were rostered to work in the period they took leave.

Notice and evidence requirements

- 28.13. All employees must advise their supervisor as soon as possible of their inability to attend work and submit an application for all periods of personal leave.
- 28.14. A medical certificate or relevant supporting documentation is required for absences in excess of three consecutive days. The evidence may include: a statutory declaration; medical certificate; or other reasonable evidence considered acceptable by ANUSA. Where considered warranted, the delegate may require a medical certificate for any future absence(s).
- 28.15. Employees with long term and chronic illness or disability may discuss and agree with their supervisor on the evidence required for absences relating to regular treatment or appointments, or their workplace adjustment plan.

- 28.16. Applications for personal leave for the purpose of attending a significant cultural or religious event in accordance with clause 34 will normally be submitted four weeks prior to leave to allow the work area to make appropriate staffing arrangements to cover the absence if necessary.

Compassionate leave

- 28.17. An employee may apply for compassionate leave, in addition to personal leave of up to two days per occasion, as provided for in the National Employment Standards, where:

- (a) a member of the employees' immediate family or household dies, or contracts or develops a life-threatening illness or injury;
- (b) a baby in their immediate family or household is stillborn;
- (c) they have a miscarriage; or
- (d) their current spouse or de facto partner has a miscarriage.

Personal leave for Aboriginal and Torres Strait Islander employees

- 28.18. "Immediate family member" for Aboriginal and Torres Strait Islander employees means family by marriage, adoption, fostering, traditional kinship and refers to an employee's spouse or former spouse, domestic partner or former domestic partner; their child or adult child (including their adopted child, step child, or an ex-nuptial child), parent, brother, sister, grandparent, foster-grandparent, step-grandparent, grandchild, in-law relative, guardian, ward or a person with respect to whom the employee has an Indigenous kinship relationship of equivalent significance or a person who stands in a bona fide domestic or household relationship with an employee including situations in which there is implied some dependency or support role for the employee.

29. Long service leave

- 29.1. Employees will be entitled to long service leave of 9.1 weeks after seven years' service and at the rate of 1.3 weeks for every additional year of service thereafter. Such leave shall be on full pay unless you elect to convert all or part of the period of entitlement to double the period by taking leave on half pay. Employees are entitled to service credits for long service leave purposes for employment with other student associations and Australian universities, but ANUSA may require you to work up to 3 years with ANUSA

before Long Service Leave is taken. Long Service Leave is also payable as per the following table.

Circumstances	Qualifying period
Retirement; Redundancy; Ceasing employment on the grounds of ill health; death in service; dismissal (other than dismissal for serious misconduct)	4 years minimum continuous service
Resignation, dismissal for serious misconduct	5 years minimum continuous service

30. Parental leave

Definitions

30.1. For the purpose of this clause:

Child means a child (or children from a multiple birth) born to an employee or an employee's partner; or a child who is placed with an employee through an adoption process, permanent foster care or legal guardianship.

Parental leave means a period of paid or unpaid parental leave following the birth or placement of a child.

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

Partner includes a current or relevant former husband or wife, de facto partner or same sex partner.

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

Eligibility

30.2. An employee shall be entitled to parental leave, partner leave and career re-entry assistance in accordance with this clause.

30.3. A fixed term employee will be entitled to parental leave, partner leave and career re-entry assistance in accordance with this clause. This leave will only be available within the fixed term contract period.

- 30.4. A casual employee is entitled to 52 weeks' absence in accordance with this clause if they are, or will be, the primary carer of a child following birth or placement.

Parental leave (birth related)

- 30.5. An employee who becomes pregnant is normally required to commence parental leave six weeks prior to the nominal expected birth of a child. A later commencement date is possible if the birth parent is declared fit for duty, which is supported by a medical certificate.
- 30.6. An employee who becomes pregnant is entitled to up to 52 weeks' parental leave as set out in the following table:

Provision	Entitlement	Additional leave
Paid parental leave	Continuous service greater than 12 months: 26 weeks on full pay or 52 weeks on half pay. Continuous service less than 12 months: partial entitlement in accordance with clause 30.8, on full or half pay.	Eligibility for paid parental leave is subject to clauses 30.2 to 30.4 above.
Unpaid parental leave	The remainder of the 52-week entitlement which has not been taken as any form of paid parental leave, annual leave or long service leave.	Unpaid parental leave may be taken concurrently by employee parents.

Parental leave (placement related)

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

Provision	Entitlement	Additional leave
Paid parental leave	Continuous service greater than 12 months: 26 weeks on full pay or 52 weeks on half pay. Continuous service less than 12 months: partial entitlement in accordance with clause 30.8, on full or half pay.	Normally to commence from date of placement of the child, but earlier commencement is possible in circumstances where preparations are needed that require the employee to be absent prior to the date of placement (for example, overseas travel to finalise the adoption process and collect/integrate the child). The child must not be a stepchild of the employee or their partner.

Unpaid parental leave	The remainder of the 52-week entitlement which has not been taken as any form of paid parental leave, annual leave or long service leave.	Unpaid parental leave may be taken concurrently by employee parents.
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Partial entitlement to paid parental leave

30.8. A staff member with less than 12 months' continuous service is entitled to a partial entitlement of paid parental leave (birth or placement related) in accordance with the following table, to be taken at full or half pay.

Continuous service (full calendar months)	Paid parental leave entitlement (weeks)
11 months	22 weeks at full pay, or 44 weeks at half pay
10 months	18 weeks at full pay, or 36 weeks at half pay
9 months	14 weeks at full pay, or 28 weeks at half pay
8 months	10 weeks at full pay, or 20 weeks at half pay
7 months	6 weeks at full pay, or 12 weeks at half pay
6 months	2 weeks at full pay, 4 weeks at half pay
Less than 6 months	Nil

Career re-entry assistance

30.9. In addition to parental leave entitlements above; an employee who is not a casual is entitled to career re-entry assistance, as set out in the following table:

Provision	Entitlement	Additional leave
Career re-entry assistance	Up to the equivalent of six weeks' pay to be used to assist with the employee's return to work following parental leave.	<p>Available to an employee who has taken paid and/or unpaid parental leave.</p> <p>Available to an employee to facilitate their return to work, which may be taken during or after the 52 week parental leave period and up to the child's second birthday.</p> <p>Requests to access career re-entry assistance will not be unreasonably refused.</p> <p>Paid career re-entry assistance may be shared between employee parents.</p> <p>Where the career re-entry assistance is shared between employee parents, it will not increase the total career re-entry assistance entitlement.</p>

Supporting partner leave

30.10. An employee whose partner becomes pregnant, or becomes one of two adoptive parents, permanent foster carers or legal guardians of a child (but is not the primary caregiver of that child), is entitled to partner leave as set out in the following table:

Provision	Entitlement	Additional leave
Paid supporting partner leave	26 weeks on full pay or 52 weeks on half pay.	Can be taken flexibly or in an unbroken period. Partner leave may be taken concurrently with any form of parental leave taken by the primary carer. If the supporting partner leave relates to adoption or permanent foster care, the child must, at placement, be less than school age, and must not be a step-child of either parent. The maximum paid leave entitlement is 26 weeks per employee parent.

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

Conditions for parental leave

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

30.13. For an employee who is eligible for paid parental leave, ANUSA will continue to pay employer superannuation contributions for unpaid parental leave or parental leave at half pay as below:

- (a) An employee accessing paid parental leave at full pay will be entitled to receive employer superannuation contributions during the period of unpaid leave up to a maximum of 26 weeks, or the maximum half pay entitlement outlined in clause 30.8 for a staff member with less than 12 months continuous service; or
- (b) An employee accessing paid parental leave at half pay will be entitled to received employer superannuation contributions at the full pay rate, up to the to a maximum of 52 weeks, or the maximum half pay entitlement outlined in clause 30.8 for a staff member with less than 12 months continuous service.

30.14. If an employee becomes ill during a period of unpaid parental leave, and that illness is substantiated by a medical certificate, the employee may take that period as personal leave provided in clause 28.

- (a) An employee may be eligible for personal leave to attend appointments associated with antenatal care, fertility treatment, surrogacy, pre-adoption or permanent foster care appointments prior to birth, adoption or placement, in accordance with the personal leave provisions under clause 28.

Commencement of parental leave and supporting partner leave

30.15. Where possible, an employee shall advise ANUSA at least ten weeks prior to their expected date of birth or placement of the date on which they propose to commence leave, and the date which they propose to return to work, as well as the specific leave arrangements. It is acknowledged that for placement-related parental leave, a shorter notice period may be required. Appropriate certification relating to the birth or placement of the child should be provided with this application.

Return to work after parental or supporting partner leave

30.16. An employee will be entitled to return from parental leave or supporting partner 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.

30.17. An employee shall confirm their intention to return to work from paid or unpaid parental leave, or supporting partner leave, by providing ANUSA with at least four weeks' written notice of their expected date of return.

30.18. An employee may extend their paid or unpaid parental leave, or supporting partner leave, by providing ANUSA with written notice of the new end date of their leave at least four weeks before the original end date of their leave, provided the extension would not result in the employee exceeding the leave entitlements afforded to them by this clause.

Miscarriage, still-birth or death of a child

30.19. An employee who has experienced a termination of pregnancy, miscarriage, still-birth or death of a child after the 20-week gestation period is entitled to parental leave in accordance with this clause.

30.20. An employee who has experienced a miscarriage prior to the 20-week gestation period may apply to the President or delegate for up to ten additional days' personal leave per

calendar year (pro-rata), subject to provision of supporting medical certificate or documentation.

- 30.21. These entitlements are in addition to compassionate leave as provided by the National Employment Standards.

Australian Paid Parental Leave Scheme

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

31. Aboriginal and Torres Strait Islander cultural leave

- 31.1. ANUSA is committed to the preservation of Aboriginal and Torres Strait Islander culture and recognises that for many Aboriginal and Torres Strait Islander peoples, responsibilities to family, community and culture are pivotal to upholding the sense of cultural identity and integrity. Examples of these responsibilities include, but are not limited to:
- (a) caring responsibilities family and kinship ties;
 - (b) cultural and ceremonial obligations;
 - (c) key dates of significance and cultural events (e.g. NAIDOC Week Celebrations, Sorry Day, National Reconciliation Week);
 - (d) participation in Indigenous advisory councils and boards; and
 - (e) sorry business (bereavement leave).
- 31.2. In order to fulfil family, cultural and community obligations, ANUSA will support all Aboriginal and Torres Strait Islander employees by providing ten (10) days paid leave per calendar year (pro-rata in the case of part-time or part-year employees) to continuing and fixed-term Aboriginal and Torres Strait Islander employees to meet these obligations. This leave is not cumulative and is in addition to other forms of leave specified in this Agreement.
- 31.3. Employees are also able to access personal leave entitlements in accordance with clause 28.

- 31.4. All employees must advise their supervisor as soon as possible of their inability to attend work and submit an application for all periods of Aboriginal and Torres Strait Islander cultural leave.
- 31.5. Applications for Aboriginal and Torres Strait Islander cultural leave for the purpose of attending key dates of significance or cultural events in accordance with 31.1 (c), will normally be submitted four weeks prior to leave to allow the work area to make appropriate staffing arrangements to cover the absence if necessary.

32. Gender affirmation leave

- 32.1. ANUSA encourages a culture that is supportive of transgender and gender diverse staff and recognises the importance of providing a safe, positive and inclusive environment for employees undertaking gender affirmation.
- 32.2. Gender affirmation describes a range of actions and possibilities involved in a person affirming their gender, which may be different from the one they were assigned at birth.
- 32.3. ANUSA recognises and protects the privacy of gender affirming employees. Information provided for the purpose of accessing entitlements under this clause must be handled confidentially by supporting staff. More general disclosures in the workplace will be led by the affirming employee.

Gender affirmation leave entitlement

- 32.4. Employees (other than a casual employees) are entitled to up to twenty (20) days of paid gender affirmation leave (pro-rata for part time employees) per year for the purpose of taking steps to affirm their gender.
- 32.5. Casual employees are entitled to up to twenty (20) instances of paid gender affirmation leave per year for the purpose of taking steps to affirm their gender. An instance shall consist of one day, and the entitlement to paid leave will be for all work a casual employee was rostered to work on that day. For the avoidance of doubt, a casual employee may take multiple instances of paid gender affirmation leave consecutively.
- 32.6. These gender affirmation processes may include:
- (a) social and legal affirmation (for example, changing the employee's name and/ or gender marker, such as on personal identification documents such as a passport, birth certificate, driver licence, and banking documentation); and

- (b) medical affirmation (for example, surgery and/or hormone therapy, attendance at medical and/or counselling appointments, and rest and recovery from medical procedures).

32.7. Gender affirmation leave is paid at the employee's ordinary hourly rate, and does not accrue from year to year.

Taking gender affirmation leave

32.8. An employee may take gender affirmation leave in one block or in lesser periods as required.

32.9. If an employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to manage social or legal affirmation processes, they may use their accrued annual or long service leave, or a period of leave without pay as agreed with their supervisor.

32.10. If an employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to manage medical affirmation processes, they may take paid personal leave in accordance with the personal leave provisions.

Notice and evidence requirements

32.11. An employee must give reasonable prior notice to ANUSA of their intention to take gender affirmation leave. Such notice must:

- (a) advise ANUSA of the period of leave proposed to be taken; and
- (b) be accompanied by evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include a medical certificate, document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

Flexible work arrangements

32.12. An employee may request flexible work arrangements, for instance to change their hours or days or other options during their gender affirmation in accordance with clause 38 of this agreement.

33. Family and domestic violence leave

- 33.1. ANUSA recognises that some of its staff may experience situations of violence and abuse in their domestic life, which may impact their attendance or performance at work.
- 33.2. In order to support an employee experiencing family and domestic violence and provide a safe and supportive workplace, ANUSA will favourably consider reasonable requests for family and domestic violence leave, variations in work arrangements including changes to hours, transfer to more suitable work where available, changes to telephone and email addresses, and other flexible working arrangements.
- 33.3. Where an employee identifies as being subject to domestic violence, all related information will be kept confidential and access to this information will be restricted to ANUSA staff providing direct support and assistance.

Definitions

- 33.4. **Domestic violence** refers to violent, threatening or other abusive behaviour by a close relative, a current or former intimate partner, or a member of an employee's household that seeks to coerce or control the employee, and causes them harm or fear.
- 33.5. For the purpose of this leave, a close relative includes:
- (a) an employee's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling; or
 - (b) a child, parent, grandparent, grandchild or sibling of an employee's current or former spouse or de fact partner, or
 - (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Entitlement

- 33.6. All employees (including casual employees) are entitled to paid and unpaid family and domestic violence leave in accordance with this clause and the table below.

Qualification	Entitlement and accruals
All employees (except casual employees)	The amount of family and domestic violence leave granted will be determined by the employee's individual circumstances. The entitlement will be no less than provided under the National Employment Standards.

Casual employees	<p>Paid and unpaid family and domestic violence leave is provided in accordance with the National Employment Standards (ten (10) days' paid leave and five (5) days' unpaid leave in a 12-month period).</p> <p>Casual employees will be paid at their full pay rate for the hours they were rostered to work in the period they took leave.</p>
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Application for domestic violence leave

33.7. An employee may make a confidential application to the President or delegate to access paid domestic violence leave, and/or request the replacement of any other leave that was taken as a result of experiencing domestic violence. No reasonable request will be refused.

34. Other leave entitlements

34.1. Employees, except casual employees, may apply for the following leave subject to the eligibility criteria as outlined below.

Leave Type	Qualification	Entitlement and accrual	Conditions
War service	N/A	Special credit of nine weeks sick leave at commencement.	Employees who served full time overseas as a member of the Australian Defence Force in an operational area described in sch. 2 of the <i>Veteran's Entitlements Act 1986</i> (Cth) during the specified period.
		Additional sick leave credit of 15 days per year with accrual up to maximum of 45 days.	
Defence service training (Navy, Army or Air Force)	Employee of the Australian Defence Reserve	Up to 20 days per year.	The President or delegate may grant leave with pay upon provision of supporting evidence from the relevant authority for the specified time period.

Emergency service	Employee who is a member of a recognised emergency service authority, and engages in a voluntary emergency management activity.	Up to 20 days paid leave per year.	This entitlement is in addition to community service leave provided under the National Employment Standards. The delegate may grant leave upon provision of supporting evidence from the relevant authority for the specified time period (can be upon return).
Jury and witness	Employee summoned as a prospective juror or witness.	Leave on full pay for the period necessary for attendance at court or before a relevant industrial /employment tribunal.	An employee who is required to appear in court in a capacity other than as a jury member or witness shall be entitled to leave without pay for the period of such attendance.
Recognition of service leave	Employee has worked for ANUSA for a period of five (5) years.	Employee is entitled to 2 days paid leave to be taken within one month of the fifth anniversary of their employment with ANUSA.	This leave is a single accreditation of leave. It is not annualised and does not accrue.
Community volunteering leave	Employee is undertaking volunteering activities with a registered charitable group or not-for-profit organisation.	Up to 2 days paid leave per year.	Applications must be accompanied by reasonable evidence and will normally be submitted 4 weeks in advance. It does not accrue.
Leave without pay	The President or delegate may grant an application for leave without pay.	Leave without pay, including any form of unpaid parental leave, does not break continuity of service but does not count for service for accrual of any leave or any other like purpose.	Where an employee is on leave without pay on public holidays and/or during the end of year period at clause 36.1, additional days leave will not be granted.

35. Public holidays

- 35.1. Any day gazetted or proclaimed as a public holiday, at the location the employee is working, will be taken on full pay, except that a part-time or casual employee who is not required to work on such a day will not be entitled to payment for that day.
- 35.2. Where ANUSA and an individual employee agree, and subject to operational requirements, another day may be substituted for any public holiday.
- 35.3. No penalty rates will apply to employees working on gazetted or proclaimed public holiday substituted in accordance with this clause as long as the employee is granted a day off in lieu.

36. Leave over end of year period

- 36.1. Employees will be entitled to additional paid leave during the period 24 December to 1 January inclusive for those days that are not prescribed as public holidays.

37. Purchasing or cashing out of leave

- 37.1. An employee, other than a casual may:
- (a) subject to approval by the President or delegate, purchase extended leave in accordance with ANUSA 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; and/or
 - (b) make an application to the President or delegate to cash out a portion of their accrued annual leave due to financial hardship. Where an employee requests to cash out a portion of their accrued annual leave, the arrangements will be in accordance with s (93)(2) of the *Fair Work Act 2009* (Cth).
- 37.2. Payments made under 37.1 (b) are not superannuable, nor does the cashed out leave count as service.

38. Flexible work arrangements

- 38.1. Flexible working arrangements promote opportunities for a better work life balance. ANUSA will provide employees with opportunities to access flexible working arrangements.
- 38.2. ANUSA will give priority to requests made for the reasons outlined in the National Employment Standards of the *Fair Work Act 2009* (Cth).

Requesting flexible work arrangements

- 38.3. An employee may make a written request for a flexible work arrangement to their supervisor.
- 38.4. A flexible work arrangement may include:
- (a) Flexible working hours for employees, including non-prescribed flexible working hours;
 - (b) Changes to the start and/or finish time of work;
 - (c) Part-time work;
 - (d) Remote working arrangements;
 - (e) Job sharing; and
 - (f) Leave without pay.
- 38.5. A full-time employee may apply to work remotely for up to two days per week, or more in exceptional circumstances or by agreement. A part-time employee's entitlement to work remotely will be calculated on a pro rata basis.
- 38.6. In addition to clause 38.5, employees may apply to work remotely for an aggregate of four weeks per year, or more on application. This can be taken as separate or combined week blocks throughout the year.
- 38.7. An employee's written request for a flexible work arrangement must include the details of the arrangement proposed, the duration of time for which the arrangement is requested and the reason for the request.
- 38.8. The supervisor will genuinely consider a request for a flexible work arrangement. Before responding to the request, the supervisor should discuss the details of the request with the employee and try to reach agreement.

- 38.9. With reference to clause 38.3, the supervisor will accommodate any reasonable request by the employee to work remotely on a regular basis.
- 38.10. The supervisor will respond to a request for flexible working arrangements in writing within twenty-one (21) days and advise whether the request has been approved or declined.
- 38.11. A supervisor will not unreasonably decline a request for flexible working arrangements, but may decline on the following reasonable business grounds:
- (a) the requested working arrangements would be too costly for ANUSA;
 - (b) there is no capacity to change the working arrangements of other employees to accommodate the requested working arrangements;
 - (c) the requested working arrangements would be likely to result in significant loss of efficiency or productivity; or
 - (d) the requested working arrangements would likely have a significant negative impact on services and/or operational requirements of the role, and cannot be reasonably accommodated by other arrangements.
- 38.12. If the request is refused, the supervisor's written response to the request must include details of the reasons for the refusal, including why the request was unable to be accommodated, and, if applicable, the reasonable business ground(s) for the refusal and how they apply to the employee.
- 38.13. Remote working arrangements will be reviewed every six months or at the request of an employee or supervisor and amended if required.
- 38.14. ANUSA may only change or cease a flexible work arrangement on reasonable business grounds, as outlined in clause 38.11, by providing the employee with one month notice in writing (or in exceptional circumstances, where a lesser period may be provided), the reasonable business ground(s) and how they apply to the employee.

Flextime

- 38.15. Flextime allows employees and ANUSA to vary ordinary hours and patterns work to meet the priorities of ANUSA and employees' personal commitments, taking into account the operational requirements of the work area. Flextime arrangements must be agreed between the supervisor and the employee.

- 38.16. Flextime is an arrangement whereby an employee may, with the approval of their supervisor, start and/or finish work at flexible times normally within the relevant span of ordinary hours at 15.2 or 15.3, or outside the span of hours where agreed. Such agreement must be documented with records kept of start and finishing times.
- 38.17. A request to work flextime will not be unreasonably refused. Reasons for accessing flextime may include personal circumstances, study commitments, and caring responsibilities that require flexibility.
- 38.18. Records of start and finish times, and that relevant time off has been taken, must be kept. Absence on a working day will be subject to prior approval.
- 38.19. Flextime is not designed to increase or reduce the total number of hours that must be worked by employees. An employee will normally be expected to reconcile their flextime within four weeks and two days (within a maximum debit/credit of 7 hours), unless otherwise approved in writing by their supervisor. Within this period the employee 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.

Four day work week trial

- 38.20. ANUSA agrees to trial a four day work week arrangement ('the trial') for an initial period of two months, to commence no later than 31 July 2026.
- 38.21. Any continuing or fixed-term employee may opt into the trial prior to commencement, subject to the Terms of Reference agreed and developed under clause 38.24. Casual employees will be exempt from the trial.
- 38.22. The trial will be based on the 100:80:100 model of the four day work week, meaning participating employees will receive 100% of their pre-trial pay and entitlements, work 80% of their pre-trial hours, and maintain 100% of their pre-trial work output.
- 38.23. During the trial:
- (a) participating full-time employees under clause 15.1 (35 hours per week) will have their weekly hours varied to 28 hours per week (0.8 FTE) as a full-time workload; and
 - (b) participating part-time employees will have their working hours reduced by 20% and maintain their current workload.

- 38.24. The trial will be subject to a Terms of Reference to be developed and agreed by the parties to this agreement through the Implementation Committee (clauses 49.11 to 49.13).
- 38.25. These Terms of Reference will include:
- (a) principles and procedures for the implementation of the trial;
 - (b) metrics and indicators against which the trial will be assessed, and methods for this;
 - (c) a schedule of reviews of the trial;
 - (d) circumstances under which the parties may amend, suspend or cease the trial during the two month initial trial period, and procedures for this; and
 - (e) any other relevant matters.
- 38.26. All parties will commit to making the trial work in line with the Terms of Reference, and will participate in reviews of the trial.
- 38.27. ANUSA will consult with employees and unions on the implementation of the trial, including but not only through the Implementation Committee.
- 38.28. At the conclusion of the two month initial trial period, and subject to the Terms of Reference and necessary consultation with employees and the NTEU under clause 46, ANUSA will:
- (a) extend the trial;
 - (b) implement a four day work week on an ongoing basis; or
 - (c) cease the trial.

Part 6: Career development, performance and conduct

39. Career and performance development

- 39.1. Employees are expected to participate fully in the Career and Performance Development ("CPD") Framework process and prepare detailed performance plans, as required.
- 39.2. An employee's performance plan will identify their developmental needs as agreed with their Supervisor. ANUSA aims to provide access to development opportunities consistent with these needs and where agreed formal studies assistance will be provided in accordance with clause 42.

40. Managing performance

- 40.1. ANUSA is committed to enabling staff to perform at their best through fostering an environment that supports individuals to develop and achieve their work goals, reach their career potential and maximise their individual contribution to ANUSA.
- 40.2. Supervisors will provide regular feedback on performance, and will make every effort to resolve instances of possible unsatisfactory performance through guidance, coaching, staff development or appropriate work allocation.
- 40.3. An employee may seek assistance from, or be represented by a union or staff representative at any time during the processes set out below.

Definitions

- 40.4. **Unsatisfactory Performance** means a persistent and serious failure of the employee to perform the work of the position or appointment at a level which would be reasonably required having regard to:
 - (a) the nature and purpose of the position;
 - (b) its classification;
 - (c) any representations made by the employee at the time of selection for employment or selection/promotion to the employee's current position or level;
and
 - (d) without the presence of sufficient mitigating factors. Examples of sufficient mitigating factors include ill health, excessive workload; the absence of training;

resources or guidance which the employee might reasonably expect to have received.

40.5. Disciplinary action means:

- (a) formal counselling of an employee by an appropriate supervisor;
- (b) giving an employee 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 an employee;
- (f) termination of an employee's employment (in the case of un-remediated unsatisfactory performance).

Disciplinary procedures

40.6. All decisions to discipline or terminate the employment of an employee must be in accordance with this Agreement and before any decision is made to discipline an employee for unsatisfactory performance, ANUSA must ensure that the steps in the clauses below have been complied with.

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

Informal performance management

40.8. Where the supervisor is first concerned about the performance of an employee, the supervisor will meet with the employee as soon as is reasonably practicable to discuss and address these concerns informally.

40.9. If the issues of concern fail to improve, the supervisor will meet with the employee to discuss and record these concerns and establish a reasonable period of review. This will, where necessary, include:

- (a) the specific deficiencies in the employee's performance;
- (b) appropriate development assistance required to address the issue/s;
- (c) the specific corrective action required;

- (d) the performance standards required; and
- (e) a reasonable timeframe in which to address the issue/s.

40.10. Where the employee has addressed the performance concerns within the identified timeframe, the action will cease.

40.11. Where informal steps have not resolved the performance concerns, the supervisor may proceed to formally manage the employee's performance.

Formal performance management

40.12. The supervisor will work with the employee on a performance improvement plan to assist the employee achieve the required performance standards. The performance improvement plan will be provided to the employee in writing, and will include:

- (a) the specific improvements required;
- (b) the review period in which improvement is expected; and
- (c) the additional guidance, assistance and training that would reasonably enable the employee to meet the appropriate performance standards.

40.13. Following the review period, the supervisor will make an assessment of the employee's performance and any known extenuating circumstances that may have affected the employee's performance.

40.14. The supervisor will advise the employee in writing that either:

- (a) the issues are resolved, and that no further action is required;
- (b) a further period of review is required, specifying the new review period; or
- (c) that the performance is assessed as unremediated unsatisfactory performance a recommendation for proportionate disciplinary action will be made to the delegate.

Unremediated unsatisfactory performance

40.15. In the case of unremediated unsatisfactory performance, the supervisor shall make a report to the delegate, which will include the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem and any issues in mitigation of which they are aware.

- 40.16. The employee will be provided a copy of the report, and be given a reasonable opportunity by the delegate, of no less than five working days, to submit a written response.
- 40.17. Following consideration of the supervisor's report and any written response from the employee, the delegate may recommend disciplinary action to the President.
- 40.18. The President will then decide to:
- (a) take no further action;
 - (b) where the President is of the view that procedural fairness has not been afforded the employee, refer the matter back to the supervisor with a direction to revisit any of the steps or processes above; or
 - (c) take proportionate disciplinary action, in which case the President or delegate shall set out in writing and provide to the employee a statement as to what material has been considered; what acts or omissions or failings on the part of the employee constitute unsatisfactory performance, and any relevant conclusions upon which the findings are based.
- 40.19. Where a decision is made to take disciplinary action the employee may seek a review of this decision in accordance with clause 55.

41. Managing misconduct, serious misconduct and suspension

Definitions

- 41.1. **Misconduct** means conduct which is not serious misconduct but which is nonetheless wilful conduct which is unsatisfactory, which a breach of the Code of Conduct or failure to follow reasonable direction.
- 41.2. **Serious misconduct** means:
- (a) recurrence or continuation of conduct by the same employee which has been previously found to be misconduct; or
 - (b) serious misbehaviour, which may be a single occurrence, that is:
 - (i) a serious impediment to the carrying out of an employee's duties, or to other staff carrying out their duties;

- (ii) a serious risk to the safety of staff, students or visitors to ANUSA;
- (iii) a serious risk to the ANUSA property;
- (iv) a serious dereliction of the employee's duties; or
- (v) a conviction by a court of an offence which is inconsistent with the continuation of the employee's employment.

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.

41.3. Disciplinary action means:

- (a) formal counselling by an appropriate supervisor;
- (b) a written warning (including, where appropriate, a final warning);
- (c) withholding an increment;
- (d) demotion from an increment point within a classification;
- (e) demotion; or
- (f) termination of an employee's employment (in the case of un-remediated unsatisfactory performance or serious misconduct).

Suspension

41.4. Suspension with pay: ANUSA may suspend an employee with pay at any time during a process for managing misconduct or serious misconduct.

41.5. Suspension without pay: ANUSA may suspend without pay an employee who is the subject of serious misconduct if the alleged misconduct is an imminent and/or serious risk to the health or safety of any person or a serious risk to ANUSA.

41.6. An employee who is suspended without pay may use their accrued annual leave or long service leave entitlements.

41.7. Salary withheld and other entitlements used during a period of suspension will be reimbursed if it is ultimately determined that the allegation is dismissed.

41.8. An employee who is suspended must not attend the ANUSA office, ANUSA spaces or ANUSA events without prior approval from the President or delegate. The President or

delegate may, on application by the employee, permit the employee to attend or have access to specific ANUSA property or systems for specified purposes.

Disciplinary procedures

- 41.9. An employee may seek assistance from, or be represented by a union or staff representative at any time during the processes set out below.
- 41.10. All decisions to discipline an employee or terminate their employment must be in accordance with this Agreement and before any decision is made to discipline an employee ANUSA must ensure that the steps in the clauses below have been complied with.
- 41.11. Procedural fairness will apply to all disciplinary and grievance resolution processes.

Misconduct

- 41.12. Where an employee's supervisor is concerned about the employee's conduct, the supervisor will meet with the employee as soon as is reasonably practicable to discuss these concerns and establish a reasonable review period. This will, where necessary, include:
- (a) the specific deficiencies in the employee's conduct;
 - (b) appropriate development assistance required to address the issue/s;
 - (c) the specific corrective action required;
 - (d) the conduct standards required; and
 - (e) a reasonable timeframe in which to address the issue/s.
- 41.13. Where the employee has addressed the conduct concerns within the identified timeframe, the informal action will cease.
- 41.14. Following the completion of a reasonable review period as outlined in clause 41.12, if there is little or no improvement in the employee's conduct, the supervisor will meet with the employee to identify the deficiencies in the required conduct standards. The supervisor and the employee will develop an agreed conduct improvement plan. The plan will specify in writing the specific improvements required, the improvement period, and, if necessary, the additional guidance, assistance and training which would reasonably enable the employee to achieve the appropriate conduct standards.

- 41.15. At the end of the period outlined within the conduct improvement plan, the supervisor will notify the employee in writing that either:
- (a) the issues are resolved, and that no further action is required;
 - (b) a further improvement period is required, specifying the new period and the reasons for this decision; or
 - (c) that the employee's conduct constitutes misconduct and that proportionate disciplinary action is warranted, in which case the supervisor must make a report to the President or delegate which will include the details of the unsatisfactory conduct, the record of attempts to remedy the problem, and any mitigating or explanatory factors of which they are aware.
- 41.16. ANUSA will provide the employee with a copy of the supervisor's report to the President or delegate. The employee will be afforded a reasonable opportunity of no less than five working days, to submit a written response to the President or delegate.
- 41.17. After considering the employee's response, the President or delegate will then decide to:
- (a) take no further action;
 - (b) if the President or delegate considers that any part of the conduct improvement process was procedurally unsound, refer the matter back to the supervisor with a written direction to revisit any of the steps or processes involved; or
 - (c) take proportionate disciplinary action, in which case the President or delegate will provide the employee with written reasons for the decision which will set out what material was considered; what acts, omissions or failings by the employee constitute the misconduct, and any relevant conclusions upon which the findings are based.
- 41.18. Where a decision is made to take any of the disciplinary actions outlined in clause 41.3 (b) to (f), the employee may seek a review of this decision in accordance with clause 55.

Serious misconduct

- 41.19. Where there are reasonable grounds for any allegation(s) of serious misconduct against an employee, the employee's supervisor will provide a written report to the delegate of the area in which the employee works. The delegate will firstly satisfy themselves that

there are sufficient grounds for considering that serious misconduct may have occurred. If so satisfied the delegate will forward a report to the President.

- 41.20. Where the President is not satisfied that the conduct alleged is sufficient to meet the test for serious misconduct, but is satisfied that the conduct alleged may be more appropriately dealt with as misconduct, the President will refer the matter back to the supervisor for action in accordance with the misconduct provisions from 41.12.
- 41.21. Where the President is satisfied that serious misconduct may have occurred, the President will inform the employee of the allegations of serious misconduct in writing. The employee will have five working days from the receipt of the allegations to submit a written response.
- 41.22. The President may appoint an Investigation Officer to investigate the allegations at any point following the report of the allegations.
- 41.23. After considering the employee's response and any other relevant report or material, the President will:
- (a) decide that there is no case to answer and inform the employee, their supervisor and the delegate in writing that the matter is closed and there will be no further action; or
 - (b) decide that there is a case of unsatisfactory performance requiring a formal performance review process to commence under clause 40;
 - (c) decide that there is a case of misconduct requiring a formal misconduct review process to commence under clause 41.12; or
 - (d) decide that there is a case of serious misconduct and proportionately take any of the disciplinary actions listed under clause 41.3.

Termination of employment

- 41.24. If a decision is made to terminate the employee's employment the employee will be suspended without pay for five working days, in which time the employee may lodge an application to have this decision reviewed in accordance with clause 55.
- 41.25. If the employee does not apply for a review of this decision, the employment will cease at close of business on the fifth working day.

- 41.26. If the employee lodges an application to review this decision, the employee will remain suspended without pay until the review process is finalised.

42. Study assistance

- 42.1. ANUSA encourages employees to undertake formal study in pursuit of their professional and personal goals, and will provide assistance in accordance with this clause.
- 42.2. For the purposes of this clause, 'formal study' means a study program leading to a recognised qualification, or a component of such a program.
- 42.3. An employee may apply to the President or delegate for financial assistance with formal study where it is consistent with agreed professional development needs.
- 42.4. The President or delegate will give genuine and impartial consideration to all requests for financial assistance made under clause 42.3.
- 42.5. Notwithstanding clause 42.3, ANUSA will wherever feasible approve other forms of assistance to support employees to engage in formal study. Examples of other assistance include flexible work arrangements and flextime arrangements in accordance with clause 38, and leave without pay in accordance with clause 34.

43. Workloads

- 43.1. ANUSA will ensure that workload allocation and the supporting policies:
- (a) are equitable, transparent, and sustainable, without risks to health and safety of staff;
 - (b) enable a balance between working life and family/social responsibilities;
 - (c) enable workload allocation monitoring via transparent and fair mechanisms through which employees can address issues and pursue disputes; and
 - (d) ensure that an employee's inability to meet unreasonable workloads does not constitute unsatisfactory performance.
- 43.2. Each employee's workload will be allocated in an equitable and transparent manner and agreed with the employee having regard to the:
- (a) organisational requirements of the local area;

- (b) employee's level of appointment;
 - (c) career and work goals established as part of the performance and development process; and
 - (d) leave entitlements and the approved leave plans of the employee.
- 43.3. Supervisors will ensure that any proposed or actual significant variations to work in an area, including any change proposal under clause 46, do not have unreasonable workload implications.
- 43.4. Supervisors will ensure that planned absences or vacancies do not have unreasonable workload implications.

Aboriginal and Torres Strait Islander workload recognition

- 43.5. ANUSA acknowledges that Aboriginal and Torres Strait Islander employees have commitments and obligations to maintain their relationship to Country, their communities and to the broader community. These commitments will be recognised in the employee's individual workloads.
- 43.6. ANUSA further acknowledges that Aboriginal and Torres Strait Island staff may at times bear an additional, and sometimes unrecognised, cultural load within a workplace where there are a few or no other Aboriginal and Torres Strait Islander people. This cultural load will be agreed and recognised within the employee's workload.

Staff workloads

- 43.7. Staff will be allocated a workload that is manageable within their ordinary hours of work as defined by clause 15.
- 43.8. Supervisors are responsible for the ongoing management of workloads in consultation with staff.
- 43.9. Workloads will be discussed with the employee and determined on an equitable, reasonable and balanced basis taking into consideration:
- (a) the employee's appointment fraction (for part-time staff); and
 - (b) the position description, the employee's skills and capabilities and any development needs of the employee.

- 43.10. It is recognised that reasonable overtime may, from time to time, be required to meet operational needs of ANUSA, and it is the responsibility of supervisors to ensure that expectations are not placed on employees to perform work for which they receive no payment or time off in accordance with the relevant provisions of this Agreement.
- 43.11. Supervisors will ensure that, where an agreement exists to take overtime as time off in lieu in accordance with clause 22, sufficient workload adjustments will be made to facilitate the taking of the time off in lieu.

Resolving workload concerns

- 43.12. The process within the dispute avoidance and settlement provisions (clause 57) can be utilised by employees to resolve concerns relating to their workload allocation.

44. Right to disconnect

- 44.1. ANUSA does not expect or require an employee to respond to communications outside their normal hours of work, or whilst they are on approved leave, except:
- (a) pursuant to a relevant clause of this agreement (for example, during authorised overtime);
 - (b) there is a significant matter relating to the employee's employment that could not wait until the employee's return; or
 - (c) in the case of a genuine emergency, such as for example, serious immediate risk to students, other staff or major ANUSA equipment.

Part 7: Workplace and organisational change

45. Job security

- 45.1. ANUSA is committed to providing job security for its staff. ANUSA commits to consult with employees on its operations and strategies.
- 45.2. ANUSA will undertake consultation with unions and directly affected employees on change proposals and implementation plans, in accordance with the managing change provisions (clause 46) in the Agreement.
- 45.3. Any reductions in staffing will be effected through:
- (a) natural attrition;
 - (b) permanent transfer;
 - (c) redeployment;
 - (d) voluntary conversion to part time work;
 - (e) fixed-term pre-retirement agreements;
 - (f) voluntary separation; or
 - (g) redundancy.
- 45.4. ANUSA will only offer a redundancy when an employee's position is genuinely in excess of requirements, as outlined in clause 47.
- 45.5. ANUSA will ensure involuntary redundancies are used as a last resort.

46. Organisational change and consultation

Changes to regular rosters or ordinary hours of work

- 46.1. Where ANUSA proposes to make changes to an employee's regular roster or ordinary hours of work the following provisions will apply.
- 46.2. ANUSA will consult with the affected employee(s). Affected employees may choose to be represented by a person or organisation throughout the consultation process, including but not limited to staff appointed representatives or union representatives.

46.3. In consulting with the employee, ANUSA will:

- (a) provide all relevant information about the change to the affected employee, other than information which is subject to legal privilege or is commercial-in-confidence;
- (b) invite affected employees to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities;
- (c) give genuine consideration to any view given by the employee regarding the impact of the change; and
- (d) consult for a minimum of one month before implementing any proposed change if the change involves the potential for any employee's position becoming redundant.

Managing change principles

46.4. Sound management of major workplace change implies the timely consultation and involvement of the employees who will be directly affected by the change and, where the employees have chosen, their union or staff representative(s). Affected employees may choose to be represented by a person or organisation throughout the consultation process, including but not limited to staff appointed representatives and union representatives.

46.5. The provisions of this clause apply to the introduction of major workplace change likely to have a significant effect on an employee's work practices or working conditions. Specifically:

- (a) ceasing employment due to redundancy;
- (b) elimination or reduction of job opportunities (including changes to job responsibility levels);
- (c) restructuring of jobs;
- (d) the need to significantly retrain employees;
- (e) major change to the composition, operation or size of the workforce or to the skills required by employees; and/or
- (f) change to hours of operation.

Preliminary consideration of change

- 46.6. Informal discussions or consideration of workplace change issues which may or may not lead to the development of a specific change proposal does not require a formal change proposal.
- 46.7. When informal discussions lead to the development of a formal change proposal, such discussion should involve all employees likely to be directly affected as soon as practicable.

Formal change proposal

- 46.8. Where there is a specific change proposal, ANUSA will issue a change proposal to directly affected employees and the relevant union(s).
- 46.9. The change proposal will be issued to employees and the relevant union(s) at or within five days of a meeting arranged for the purpose of consultation on the proposal. There will be reasonable notice of the meeting for unions to arrange representation and adequate time for the directly affected employee to organise their participation in this meeting.
- 46.10. The change proposal will include:
- (a) the extent and nature of the change proposed;
 - (b) the rationale for the change, including financial information where relevant;
 - (c) the number and classification of positions that are directly affected by the proposed changes;
 - (d) a description of proposed staffing changes, including changes or redistribution of tasks in accordance to the workloads provision (clause 43);
 - (e) impact on casualisation;
 - (f) timeframe for the proposed change;
 - (g) relevant documents which have led to the proposed change; and
 - (h) wherever possible, a range of options for affected employees and the relevant union(s) to consider.
- 46.11. Directly affected employees and the relevant union(s) will be given an opportunity to be actively involved in the examination of the change proposal. This may include the

opportunity for employees who are likely to be directly affected by the proposed change and the relevant union(s) to:

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

46.12. Following the consultation process, ANUSA will issue an implementation paper. The implementation paper will include:

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

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

Implementation of change

46.14. At the point of the implementation, any matter regarding the particular employment conditions of a directly affected employee will be negotiated with that employee. The employee may request that the relevant union(s) be a party to those negotiations.

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

46.16. Where it is confirmed that a position occupied by an employee has been declared surplus, the employee will be notified in writing and will be advised that they have a period of at least five working days to submit an expression of interest in any of the following measures:

- (a) permanent transfer;
- (b) redeployment;
- (c) voluntary conversion to part time employment;
- (d) fixed term pre-retirement agreement;
- (e) voluntary separation, including an early termination in accordance with redundancy provisions (clause 47).

46.17. The President may consider applications to extend the period outlined in 46.16 in exceptional circumstances and will not be unreasonably refused.

46.18. Following the period outlined in clause 46.16 the 12-week redeployment period will commence.

Review

46.19. No later than twelve months after the implementation plan has been released, a review will be undertaken to evaluate:

- (a) if the original objectives of the change process have been met;
- (b) the effect onto employee workloads;
- (c) the effect to Aboriginal and Torres Strait Islander employment or diversity;
- (d) the impact on casualisation; and
- (e) if any improvements can be made to the process for the future.

46.20. The scope and scale of the review will depend upon the nature and scale of the change process.

47. Redundancy and redeployment

- 47.1. This clause applies to employees on continuing employment. This clause does not apply to fixed term employment, casual employment, or terminations due to disciplinary action.
- 47.2. By agreement ANUSA and the employee, and where the employee chooses their union or staff representative, may vary the redundancy provisions provided in this clause.
- 47.3. ANUSA will act in accordance with the managing change provisions in clause 46 when applying the redundancy provisions.

Grounds for redundancy

- 47.4. ANUSA may determine that a position undertaken by an employee is no longer required for reasons of an economic, structural or similar nature including:
- (a) financial imperative and/or staffing constraints;
 - (b) reduced demand or other workload factors; or
 - (c) changes in technology or work methods.

Initial procedures

- 47.5. An employee whose position is identified as surplus will be advised in writing of this situation, including the reasons that this is to occur and the likely timeline. The employee 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.

Redeployment

- 47.6. ANUSA will make all reasonable efforts to redeploy an employee whose position is declared surplus into a suitable alternative position within 12 weeks of the employee's position being declared surplus.
- 47.7. 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 employee 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.
- 47.8. A redeployed employee will retain continuity of service and leave entitlements.

- 47.9. Where ANUSA cannot identify a suitable alternative position the employee may elect to seek redeployment to other positions, including positions at a lower classification. An employee seeking redeployment will be considered for suitable vacant positions. If the employee 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.
- 47.10. Where an employee agrees to be redeployed to a position with a lower classification, salary maintenance of up to 26 weeks may be paid at the pre-transfer salary rate.
- 47.11. An employee who disagrees with the suitability of a proposed suitable alternative position for redeployment may seek a review of decision in accordance with clause 55.

Notification of redundancy

- 47.12. Following the 12-week redeployment period, where the employee cannot be redeployed, ANUSA will notify the affected employee in writing that their position is to be declared redundant and their employment will be terminated; a fair and objective reason for the redundancy; and the time line for this action as well as all steps taken by ANUSA to avoid the redundancy.
- 47.13. This notification advice will provide the employee with at least six weeks' formal notice that their employment is to be terminated due to redundancy from a specified date. At the discretion of ANUSA payment in lieu of notice may be provided.
- 47.14. An employee may apply to the President to have the notice period and/or redeployment period extended if the employee has taken personal/sick leave on account of illness during any of these periods. The President will not unreasonably reject such applications. Where accepted, the notice will be extended by the period of leave covered by a medical certificate (up to a maximum of six weeks).
- 47.15. An employee who disagrees with the reasons given for their position being declared redundant may seek a review of decision in accordance with clause 55.

Redundancy payment

- 47.16. The following termination payments will apply to employees made redundant:
- (a) A redundancy payment of three weeks' salary for each year of service with a minimum payment of five weeks' pay and maximum of 64 weeks' pay.

- (b) Payment of accrued annual leave, and long service leave subject to the minimum qualifying periods specified in clause 29.

47.17. All payments specified in clauses 47.16 and 47.19 will be calculated on the employee's salary at the date of cessation of employment. An employee who has converted from full time to part time employment will receive payment based on the full-time salary for their service up to the conversion to part time employment, and payment from then on will be based on their part time salary for the remaining period.

47.18. For the purposes of clauses 47.16 and 47.19, 'salary' means the amount paid to an employee, including any salary supplementation, market loading, clinical loading or responsibility allowance paid at the time that the employee is given formal notice of redundancy.

Early termination

47.19. An employee may seek to waive the redeployment period and/or notice period for an early termination payment comprising:

- (a) the unused balance of the 12-week redeployment period in accordance with clause 47.6;
- (b) the unused balance of the notice period in accordance with clause 47.13; and
- (c) the termination payment calculated under clause 47.16.

48. Notice periods

Resignation

48.1. Where an employee resigns from ANUSA, the following notice periods will apply:

- (a) An employee employed on a continuing or fixed term contract must give ANUSA at least two weeks' notice.
- (b) An employee employed on a casual contract must give ANUSA at least one hours' notice of resignation.

48.2. Notwithstanding clause 48.1 above, a shorter period of notice will be agreed by the delegate where this can be achieved without a demonstrable adverse effect on ANUSA operations, including teaching and research commitments.

Termination of employment

48.3. ANUSA may terminate the employment of an employee (excluding casual employees). Termination will only occur in accordance with the relevant provisions of this Agreement as set out below:

- (a) Probation (clause 14);
- (b) Ceasing employment on the grounds of ill health (clause 54);
- (c) Redundancy (clause 47);
- (d) Unsatisfactory performance (clause 40); or
- (e) Serious misconduct (clause 41).

48.4. Notwithstanding clause 48.3, ANUSA may also terminate an employee'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 employee becoming incapable of performing the duties of their position for an unreasonable period of time. In such circumstances, ANUSA will redeploy the employee wherever practicable.

Notice periods

48.5. In addition to the notice periods specified below in clauses 48.6 and 48.9, where an employee (excluding casuals) is over 45 years of age and they have completed two or more years of continuous service with ANUSA, an additional one-week notice will be provided.

48.6. Where an employee's employment is terminated in accordance with clause 48.3, the corresponding minimum notice period will apply:

Reason for termination of appointment	Minimum notice period
Annulment of probation	Four weeks
Ceasing employment on the grounds of ill health	Six months
Redundancy	Six weeks
Underperformance	Four weeks
Serious misconduct	Nil weeks (subject to right of a review of decision – clause 55)

- 48.7. A casual employee's employment may be terminated by ANUSA by giving one week's notice, or by ANUSA providing payment for the employee's rostered shifts within the week in lieu of notice.
- 48.8. Provided that a clear end date is specified in a fixed term contract and the contract period is less than 18 months, ANUSA is not required to provide additional written notice of its intention not to renew employment with ANUSA upon expiry of the contract.
- 48.9. Subject to clause 48.8, the following notice periods will apply for an employee employed on a fixed term appointment:

Period of continuous service	Minimum notice period
Less than 3 years	Four weeks
Greater than 3 years	Six weeks

Payment in lieu of notice

- 48.10. Payment in lieu of a notice period, or in lieu of the un-worked portion of a notice period, will be made if:
- (a) an employee has been provided with less notice than the applicable notice period required;
 - (b) the employee requests payment in lieu of the notice and the delegate approves the payment in lieu of notice; or
 - (c) the delegate decides that the employee is not required to work out the notice period.
- 48.11. Where a fixed term employee is to receive payment in lieu of notice in accordance with clause 48.1048.10(a), the employee's employment will terminate on the expiry date of their contract.
- 48.12. Where an employee is to receive payment in lieu of notice in accordance with clause 48.10 (b) or (c), the employee's employment will terminate upon the delegate's approval of the employee receiving the payment.
- 48.13. An employee who requests payment in lieu of notice in accordance with clause 48.10 (b) may not seek a review of the decision relating to the termination of employment under clause 55.

Part 8: ANUSA commitments and resolving differences

49. Union and staff representatives

- 49.1. The purpose of this clause is to benefit ANUSA's employees by facilitating the provision of effective and accessible industrial representation. This clause also provides for the exercise of the rights of workplace delegates and representatives as set out in section 350C of the *Fair Work Act 2009* (Cth). A workplace delegate has the same meaning as under the Act. All references to union representatives in this Agreement include workplace delegates, and workplace delegates are entitled to all the rights and entitlements afforded to union representatives in this Agreement.
- 49.2. A workplace delegate is entitled to exercise delegates' rights in accordance with the delegates' rights term of the applicable modern award, and ANUSA will comply with the delegates' rights term of the applicable modern award. Furthermore, ANUSA will provide the following additional entitlements to union and staff representatives and the ANU Branch of the NTEU. Where this clause provides for an entitlement that is equivalent with, or more favourable than, an entitlement conferred to a workplace delegate under the delegates' rights of the applicable modern award, then ANUSA will be taken to have complied with the modern award term by complying with this clause.
- 49.3. ANUSA recognises the important contribution that union and staff representatives make to employment relations within ANUSA. 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.
- 49.4. ANUSA recognises an employee's right to be or not to be a member of and to be represented by a union, and for an employee to be represented by a representative of their choice as provided by this Agreement.
- 49.5. ANUSA recognises an employee's right to communicate with their colleagues in relation to union business, including via the employer's communication systems.
- 49.6. NTEU will be given the opportunity to provide material for distribution by ANUSA through its digital bulletins, which ANUSA will distribute to staff at least two times a year.

Time release arrangements for union and staff representatives

- 49.7. ANUSA will provide reasonable time release arrangements for ANUSA staff who are union representatives to attend to recognised union business, including:

- (a) meeting with union members and/or ANUSA's representatives on matters affecting employees (including grievances and workplace issues);
- (b) representing employees on committees to which they are officially elected or appointed; and
- (c) attending meetings of union bodies.

49.8. A union or staff representative may be granted reasonable time release to undertake training or attend authorised union conferences, subject to provision of reasonable notice and the operating requirements of ANUSA.

49.9. If the NTEU ANU Branch President is an ANUSA employee, ANUSA will provide the NTEU ANU Branch President with 40% time release per week to enable them to perform their union-related duties.

49.10. Time release will be paid at the employee's ordinary pay, excluding shift and overtime payments.

Implementation Committee

49.11. The parties recognise their shared interests in the implementation of this Agreement. To facilitate effective implementation of the Agreement, an Implementation Committee will meet once per quarter at a minimum, and may meet more frequently by agreement.

49.12. The Implementation Committee will consist of up to four representatives of ANUSA, and up to four representatives of the NTEU.

49.13. The Implementation Committee will consult on any matter pertaining to the implementation of the Agreement raised by ANUSA or the NTEU. ANUSA will provide all relevant information on matters for which consultation is requested, other than information which is subject to privacy legislation, legal privilege or is commercial-in-confidence.

Staff inductions

49.14. NTEU will be informed of all formal induction sessions for new employees, will be given the opportunity to make a 5-minute presentation, and will be permitted to distribute union information at those sessions.

49.15. NTEU will be given the opportunity to provide material for digital onboarding, which ANUSA will include in material provided to staff upon commencement.

- 49.16. Over the life of the Agreement, ANUSA will implement a system to provide, on a monthly basis, to the relevant unions who are party to this Agreement, the name, work contact details, position and work area of new employees at ANUSA, provided that the employee has not opted out of being contacted by a union.

50. Anti-discrimination

- 50.1. 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, gender identity, sexual preference, age, 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.
- 50.2. Accordingly, every endeavour will be made to ensure that nothing in the operation of this Agreement is directly or indirectly discriminatory in its effect.
- 50.3. Nothing in this clause is taken to:
- (a) affect any different treatment (or treatment having different effects) which is specifically exempted under any relevant anti-discrimination legislation;
 - (b) limit a party to this Agreement pursuing matters of discrimination in any State, Territory or Federal jurisdiction, including by application to the Australian Human Rights Commission; and
 - (c) limit the exemption in s 27 and s 351 of the *Fair Work Act 2009* (Cth).

51. Anti-bullying and anti-harassment

- 51.1. ANUSA is committed to ensuring that all staff are treated with integrity and respect, recognising all staff of ANUSA have the right to work in an environment free from harassment and bullying. Harassment and bullying behaviour will not be tolerated under any circumstances.
- 51.2. Workplace harassment or bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, that a reasonable person would regard as undermining the

individual's right to dignity through victimising, harming, humiliating, intimidating or threatening a person or persons, thereby creating a risk to health and safety.

- 51.3. Bullying does not include any legitimate or reasonable use of performance management processes, lawfully based and fairly applied disciplinary action, allocation of work in compliance with systems, implementation of organisational change or downsizing, action taken to transfer or redeploy an employee or a decision not to promote or reclassify the employee.
- 51.4. An employee who feels aggrieved by an action that may constitute workplace bullying or harassment is expected to raise the issue(s) with their supervisor, or the supervisor's supervisor, as soon as practicable.
- 51.5. ANUSA will provide fair and reasonable administrative practices and will provide information and training and help manage any incidents of workplace bullying, at a local level initially, in a fair and timely manner in line with the resolution of grievances process.
- 51.6. Employees are required to personally demonstrate appropriate behaviour in accordance with the Code of Conduct; take reasonable care to ensure their own safety and health and avoid adversely affecting the safety and health of any other person through any act of workplace bullying or omission to deal with an act of bullying.
- 51.7. Should more than one employee be aggrieved by the same or related actions that may constitute workplace bullying, these employees may choose to act as a group on this matter. Such a group complaint is an acceptable form of complaint and will be dealt with as a group complaint. This can include use of the employment-related resolution of grievance mechanism as a group mechanism.
- 51.8. Where mediation between the parties is attempted, it will normally be undertaken by a trained mediator external to ANUSA.
- 51.9. When a formal complaint alleging bullying is made, ANUSA shall take all reasonable steps to secure the health and wellbeing of both the complainant(s) and the respondent(s) throughout the process of resolving the complaint.

52. Aboriginal and Torres Strait Islander employment

- 52.1. ANUSA will achieve and maintain an employment target of at least 3% of ANUSA's workforce identifying as Aboriginal and Torres Strait Islander by the nominal expiry date of this Agreement. As at 8 April 2025, an employment target of 3% represents a staff headcount of one.

53. Workplace health and safety cooperation

- 53.1. The parties to this agreement recognise their mutual interest in, and ANUSA's responsibility for:
- (a) developing and implementing healthy and safe working conditions in ANUSA;
 - (b) constantly reviewing the health and safety standards in each workplace; and
 - (c) ensuring that ANUSA complies with its duties towards employees, contractors and visitors.
- 53.2. ANUSA 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, ANUSA's health and safety standards shall conform to relevant Commonwealth, State or Territory legislation, regulations and codes of practice or Australian Standards prescribed by legislation, and source as a reference applicable guidelines published by relevant statutory authorities.
- 53.3. To facilitate its commitment, and in accordance with legislation and ANUSA policy, ANUSA shall consult with its staff on all significant Workplace Health and Safety matters. ANUSA shall comply with its health and safety consultative duties through local work health and safety committees representing designated working groups, safety advisory groups and health and safety representatives.
- 53.4. ANUSA will notify relevant unions of any impending consultation on determination of work groups under relevant work, health and safety legislation, and any impending elections of Health and Safety Representatives (HSRs).

54. Health assessment and reasonable workplace adjustments

- 54.1. Before ANUSA commences action related to the following provisions it will first determine whether it is possible to provide reasonable workplace adjustments to employees who have a disability or medical condition affecting their ability to undertake the inherent requirements of the position.
- 54.2. An employee whose capacity to perform the duties of their position is in doubt, apparently as a result of a medical condition, can be required by ANUSA to undergo a medical examination. ANUSA will arrange and pay for a medical examination and advise the employee of the details of the appointment for the employee to attend.
- 54.3. ANUSA will provide reasonable notice to allow the employee to make any necessary personal arrangements to be able to attend the examination. Unless there is well founded concern regarding immediate harm as a result of the illness to the employee or others, the notice period will normally be no less than four weeks. Any request by an employee for a postponement of the medical appointment will not be unreasonably refused by ANUSA.
- 54.4. The medical practitioner will, so far as possible, apply the same standards that would be used by the employee's superannuation scheme in granting permanent disablement or other similar benefit.
- 54.5. A copy of the medical practitioner's report will be provided to the delegate and the employee.
- 54.6. Where the medical report states that the employee is unable to perform their duties, and is unlikely to be able to perform them and/or resume them within 12 months:
 - (a) ANUSA will first determine whether it is possible to provide reasonable workplace adjustment before it takes any action;
 - (b) if reasonable workplace adjustment is not possible ANUSA may take action it considers reasonable under the circumstances;
 - (c) if ANUSA decides to terminate the employment of the employee, it will do so by providing the employee with six months' notice in writing; or
 - (d) the employee may submit a resignation before ANUSA terminates their employment, provided the last day of duty is within a reasonable period.

- 54.7. Within three months of written notification to do so, where an employee refuses to undergo a medical examination:
- (a) ANUSA may reasonably conclude that the employee is unable to perform their duties and/or is unlikely to be able to resume them within 12 months;
 - (b) ANUSA may terminate employment of the employee; it will do so by providing the employee with six months' notice in writing; and
 - (c) this will not constitute misconduct.

Superannuation applications

- 54.8. At any time during the processes in clauses 54.1 to 54.6 above, an employee may apply to their superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Further action under this clause will be suspended, including the notice period, until the outcome of the superannuation application is known. Action will resume from the point of suspension once the superannuation fund decision is known.
- 54.9. Pending the superannuation fund's decision, and subject to the provision of medical certificates, the employee may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.
- 54.10. Where the superannuation fund approves a temporary incapacity benefit, ANUSA will give effect to the superannuation fund's instructions for payment.
- 54.11. If, following a period of temporary incapacity benefit payments, the superannuation fund decides that the employee is capable of resuming work, ANUSA may dispute the decision and proceed with the medical examination provided for in clause 54.2.

Review

- 54.12. Where an employee considers that the decision to terminate their employment is unreasonable the employee may seek a review of decision in accordance with clause 55. The Review Committee in such a case may seek additional medical evidence if the Committee deems it warranted and likely to lead to a different outcome.

55. Review of decision

Request for review of decision

55.1. An employee may seek a review of decision made in relation to their employment at ANUSA. A review of decision is limited to decisions concerning the following employment matters under this Agreement:

- (a) termination of employment for reasons of:
 - (i) unsatisfactory performance or conduct during the probation period;
 - (ii) unremediated unsatisfactory performance;
 - (iii) serious misconduct;
 - (iv) redundancy; or
 - (v) due to ill-health in accordance with clause 54;
- (b) disciplinary action (demotion), on the grounds that procedural fairness was not applied;
- (c) disciplinary action (excluding demotion), on the grounds that procedural fairness was not applied;
- (d) suitability of a redeployment transfer decision made in accordance with clause 47.7, on the basis that the decision will have a detrimental impact on career standing; or
- (e) other circumstances as may be determined from time to time by ANUSA.

55.2. An employee requesting a review of decision must submit a written request to the President or delegate within five days from the date of notification of a decision made under clause 55.1.

55.3. The request must be in sufficient detail to enable understanding of the reasons for requesting the review, and outline the employee's grounds for review in accordance with the Review of decision terms of reference (clause 55.8).

Definitions

55.4. **Representative** means a person nominated by either the employee or a representative nominated by the President to represent ANUSA, but does not mean a legal practitioner.

55.5. **Parties** means ANUSA and the employee.

55.6. **Days** means working days.

55.7. **President nominee** means a senior member of staff with suitable experience and expertise to review the matter.

Review of decision terms of reference and principles

55.8. The terms of reference for a review of decision will be the consideration of whether:

- (a) ANUSA 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 ANUSA used fair and objective criteria to determine which position(s) was/were declared excess to requirements.

55.9. The review of decision will also ensure that decisions have been made in accordance with the principles of procedural fairness, and that the employee was given a fair go all round.

Commencing a review

55.10. Subject to 55.11, the President (or their nominee) may review decisions about matters listed in 55.1 (c) and (d) and will make a determination within ten days in accordance with clause 55.23.

55.11. If the matter is complex, the President has a conflict of interest, or the application is to review a decision about matters listed in 55.1 (a), (b) and (e), the President will refer the matter to a Review Committee. The President will endeavour to initiate the establishment of the Review Committee and provide an update to the employee on the status of this Committee within five days.

Suspension

55.12. If the decision under review relates to termination of an employee's employment, and the original termination date has passed, the employee's employment will remain

suspended and not terminated until the review process outlined in this clause is finalised.

55.13. For termination on the grounds of serious misconduct, the employee may be suspended without pay only in accordance with clause 41.5.

55.14. For all other terminations on the grounds listed in 55.1 (a) the employee will be suspended with pay. Any unreasonable delay by the employee providing information to the review process may result in the employee being placed on suspension without pay after the original termination date.

55.15. Any lost salary and other entitlements will be reimbursed if it is determined that the decision is not upheld.

Review Committee composition

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

- (a) a nominee from ANUSA;
- (b) a nominee of the relevant union; and
- (c) a Chairperson agreed by the nominators.

55.17. When establishing a Review Committee, if the relevant union fails to make a nomination within five days of receiving notification, ANUSA will nominate an employee.

55.18. Review Committee nominees who are ANUSAn employees will be allowed necessary time from their normal duties to ensure the review process is conducted within the set timeframe.

Review process

55.19. The Review Committee may seek and take into account information that is material to, or had influenced the decision under review. This may include a meeting with either party, if the Committee considers it necessary. Where the Committee considers that academic judgment or specialist expertise is required, the Committee may obtain information from staff with relevant experience and knowledge.

55.20. During the review process the parties:

- (a) may seek assistance from, or be represented by a union or staff representative and may seek procedural advice from Human Resources staff;

- (b) will have an opportunity to review and respond to the other party's evidence and written submissions, and have an opportunity to present evidence and make oral submissions prior to the Review Committee's final determinations;
- (c) will be given access to any additional information that was obtained by the Committee under clause 55.19;
- (d) may request access to further information in relation to, or arising from, additional information obtained by the Committee under clause 55.19. These requests will be directed to the Chair who will endeavour to obtain the information requested. Where information has been given in confidence, that confidence will be respected and maintained;
- (e) will have an opportunity to hear oral submissions; respond to any such further material or submissions; and ask questions of any person who was interviewed by the committee.

Review committee report

- 55.21. Within 15 days of a Review Committee convening to review the decision, the Committee will prepare and provide a written report to the President.
- 55.22. The Review Committee Chair may request an extension of time from the President. If the request is declined and once so advised, the Review Committee will have five days to hand the written report to the President.

Powers and notification

- 55.23. The President (or their nominee) will consider the Review Committee report (if applicable), assess the application and make a determination that either:
- (a) the original decision was appropriate and that it stands. If the decision relates to a termination of employment, the employee 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 and the matter will be reconsidered in accordance with the appropriate decision making process, consistent with the findings of the Review Committee; or

- (c) the 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 employee would have received benefits had it not been for the original decision, ANUSA will make any necessary arrangements to ensure that the employee receives any remuneration or other benefits to which they are entitled.

55.24. The President (or their nominee) has five (5) days to provide a copy of the Review Committee report, and notify the employee, their supervisor and the original decision maker of the Committee's findings the determination, and the actions to be taken.

56. Grievances

- 56.1. As part of ANUSA's commitment to a supportive work environment, employees have access to mechanisms for resolving workplace grievances.
- 56.2. This clause allows ANUSA to deal with matters other than as defined by clause 57 (Dispute Avoidance and Settlement), which may include an act, behaviour, omission, situation or decision which an employee perceives to be unfair or unjustified.
- 56.3. An employee may seek assistance from, or be represented by a union or other staff representative at any stage of the grievance process.
- 56.4. At every stage, ANUSA will deal with a grievance according to the principles of natural justice and procedural fairness, and as far as possible maintain the confidentiality of involved employees. All employees involved in making decisions in relation to grievance processes have a duty to ensure that they are not affected by favouritism, bias or conflicts of interest, and must act fairly and impartially.

Early resolution of a grievance

- 56.5. An employee who feels aggrieved about a matter as defined in clause 56.2 is expected to raise the issue(s) with their supervisor, supervisor's supervisor, or the President or their delegate as soon as practicable. The supervisor must initiate discussions with the employee within two working days of receiving the grievance.

Formal grievance resolution

- 56.6. An employee who feels that the matter has not been resolved following the early resolution steps may initiate a formal grievance in accordance with ANUSA's Employee Grievance Resolution policy and procedure.

Dispute settlement

- 56.7. Nothing in this clause prevents an employee from initiating a dispute to resolve the issue where applicable, in accordance with clause 57 (Dispute Avoidance and Settlement).
- 56.8. Where an employee initiates a dispute in accordance with clause 57 (Dispute Avoidance and Settlement), the grievance procedure will cease.

57. Dispute avoidance and settlement

- 57.1. A 'dispute' is a disagreement specific to the operation or application of this Agreement or the National Employment Standards in the *Fair Work Act 2009* (Cth). Where a dispute arises under, or as to the operation or application of this Agreement or the NES the procedures set out in this clause will apply.
- 57.2. An employee who is party to a dispute under clause 57 may appoint a representative of their choice, a union or staff representative for the purposes of the procedures outlined in clause 57.
- 57.3. It is agreed that ANUSA, employees and unions have an interest in minimising disputes. Where a dispute, as defined in clause 57.1, arises the procedures set out in this clause shall apply.

Dispute procedures

- 57.4. In the first instance, reasonable attempts should be made to resolve disputes in good faith at the local level. The employee(s), or their representative will first raise the matter with their supervisor, their supervisor's supervisor, or with the President or their delegate, as appropriate.
- 57.5. Notwithstanding clause 57.4, a union may also initiate this procedure by raising a dispute with ANUSA in writing and reasonable attempts should be made to resolve the dispute in good faith.

- 57.6. If the matter remains unresolved after reasonable attempts have been made in accordance with clauses 57.4 or 57.5, the employee(s), representatives, or a union may refer the matter in writing to the President or their delegate. This must specify:
- (a) the matter in dispute;
 - (b) why it is disputed; and
 - (c) at least one proposal or option for resolution.
- 57.7. The President or their delegate will seek to resolve the matter identified in clause 57.6 within one week, unless the parties agree in writing to extend this timeframe. If after one week and any agreed extensions the dispute is still not resolved, the dispute may be referred to the Fair Work Commission in accordance with clause 57.11.

Requirements during a dispute

- 57.8. Without prejudice, until the dispute settling procedures outlined in this clause have been exhausted, normal work will continue, a party to a dispute will not take any action to aggravate a matter in dispute and the matter shall not be referred to the Fair Work Commission (FWC) by any party to the dispute.
- 57.9. If a dispute is referred to the FWC, a party to that dispute will not take any action to aggravate the matter in dispute.
- 57.10. Where a genuine safety issue arises, ANUSA will not require employees to work in an unsafe environment. Employees will accept reassignments, suitable alternative work and/or relocation until their normal workplace has been declared safe.

Other matters

- 57.11. Should the dispute not be resolved by the procedures outlined in this clause, the matter may be referred to the FWC for conciliation and/or arbitration. The parties agree to be bound by the FWC's resolution of the dispute. Where the FWC determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any agreed recommendation made by the FWC during conciliation to resolve the dispute.
- 57.12. Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution.
- 57.13. A dispute which has been formally notified under the dispute resolution procedures (clause 10) of the *Student Associations of the Australian National University Enterprise*

Agreement 2019, but which has not concluded at the time at which this agreement commences will continue to be dealt with in accordance with the relevant provisions that applied under the *Student Associations of the Australian National University Enterprise Agreement 2019*.

58. Workers compensation and make-up pay

- 58.1. An employee shall be entitled to “make-up” payments for any absence for which the employee is entitled to workers compensation, up to a maximum period of 6 months. Such make-up payments shall be the difference between the employee’s ordinary weekly salary and the workers compensation payments for the period of the absence.

59. Breastfeeding

- 59.1. During the life of this agreement ANUSA will support breastfeeding employees through promotion of ANUSA’s policy and workplace provisions for breastfeeding, including providing information about where to access appropriate facilities.

60. Childcare

- 60.1. Following consultation with ANUSA an employee may, when it is agreed appropriate and safe to do so, bring one or more children to work where this does not conflict with the performance of the employee or other employees. Requests by employees to bring their children to the workplace shall be treated sympathetically.

Schedule A – Classifications and Salaries

Level (Step)	Salary at 4/07/2024	19/12/2024 +2.5%*	3/07/2025 +2.5%*	18/12/2025 +2.5%*	18/06/2026 +2.5%*
ANUSA Officer 1					
1	55,592	56,982	58,407	59,867	61,363
2	56,668	58,085	59,537	61,025	62,551
3	57,739	59,182	60,662	62,178	63,733
ANUSA Officer 2					
1	64,803	66,423	68,804	69,786	71,530
2	66,278	67,935	69,633	71,374	73,159
3	67,629	69,320	71,053	72,829	74,650
ANUSA Officer 3					
1	70,101	71,854	73,650	75,492	77,379
2	72,459	74,271	76,127	78,031	79,981
3	74,812	76,682	78,600	80,565	82,579
4	77,316	79,249	81,230	83,261	85,342
ANUSA Officer 4					
1	77,758	79,702	81,694	83,736	85,830
2	80,262	82,269	84,326	86,434	88,595
3	82,793	84,863	86,985	89,159	91,388
4	84,126	86,229	88,385	90,595	92,860
ANUSA Officer 5					
1	85,852	87,998	90,198	92,453	94,765
2	88,356	90,565	92,829	95,149	97,528
3	91,011	93,286	95,618	98,009	100,459
4	93,655	95,997	98,397	100,856	103,378
ANUSA Officer 6					
1	96,456	98,868	101,339	103,873	106,470
2	100,870	103,391	105,976	108,625	111,341
ANUSA Officer 7					
1	105,733	108,377	111,086	113,863	116,710
2	111,029	113,805	116,650	119,566	122,555
ANUSA Officer 8					
1	118,978	121,952	125,001	128,126	131,329
2	127,225	130,406	133,666	137,008	140,433
Senior Manager 1					
1	135,472	138,859	142,330	145,888	149,535
2	141,943	145,492	149,129	152,857	156,679
SM2	152,219	156,024	159,925	163,923	168,021
SM3	166,036	170,186	174,441	178,802	183,272
SM4	181,895	186,442	191,103	195,881	200,778
SM5	198,887	203,859	208,955	214,179	219,534

* Scheduled salary increases under *The Australian National University Enterprise Agreement 2023-2026*. The salary increases in this table are not comprehensive and indicative only – salary increases will be paid in accordance with clause 17 (Salary).

Schedule B – Classification Descriptors

Salary structure

The intent of the *ANU Students' Association Certified Agreement 1998-2000* was to “formally recognise the historical link of the salaries and current conditions of ANUSA employees to those of ANU general staff” and “to automatically flow on changes in salaries in the Australian National University to the ANU Students Association employees with this Agreement as the appropriate instrument. It should also be noted that the *ANU Students Association Certified Agreement 1998-2000* linked salaries to ANU classifications.

ANUSA positions will continue to be linked to and classified in accordance with the ANU Officer or Senior Manager structures. Positions will be classified at the level which most accurately reflects the work performed by the employee, taking into account the skills and responsibilities required to perform that role.

The Australian National University position descriptors are reproduced below.

Primary descriptors

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

Definitions

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

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

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

Primary descriptors

ANU Officer 1

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

ANU Officer 2

Training level or qualifications:	<p>Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or:</p> <ul style="list-style-type: none"> • completion of year 12 without work experience, or • completion of Certificates I or II with work related experience, or • an equivalent combination of experience and training.
Occupational equivalent:	Administrative assistant, security patrol officer.
Level of supervision:	Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).
Task level:	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Organisational knowledge:	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Judgement, independence and problem solving:	<p>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.</p> <p>A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p>
Typical activities:	<p>Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.</p> <p>Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.</p>

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

	<ul style="list-style-type: none"> • assist with the feeding and care of animals. <p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including:</p> <ul style="list-style-type: none"> • Standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics, • provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, • process accounts for payment.
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ANU Officer 4

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

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

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

Level of supervision:	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:	<ul style="list-style-type: none"> • In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. • In technical positions, apply standard technical training and experience to solve problems. • In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.
Typical activities:	<p>In technical positions:</p> <ul style="list-style-type: none"> • develop new equipment to general specifications • under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations • under broad direction, set up, monitor and demonstrate standard experiments and equipment use • prepare reports of a technical nature. <p>In library technician positions, perform at a higher level than Level 4, including:</p> <ul style="list-style-type: none"> • assist with reader education programs and more complex bibliographic and acquisition services • operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service. • 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.

	<p>In professional positions and under professional supervision:</p> <ul style="list-style-type: none"> • work as part of a research team in a support role • provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services • provide counselling services.
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ANU Officer 6

Training level or qualifications:	<p>Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a degree with subsequent relevant experience, or • extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	<p>Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.</p>
Level of supervision:	<p>In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.</p>
Task level:	<p>Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.</p>
Organisational knowledge:	<p>Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.</p>
Judgement, independence and problem solving:	<p>Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.</p>

Typical activities:	<p>In technical positions:</p> <ul style="list-style-type: none"> • manage a teaching or research laboratory or a field station • provide highly specialised technical services • set up complex experiments • design and construct complex or unusual equipment to general specifications • assist honours and postgraduate students with their laboratory requirements • install, repair, provide and demonstrate computer services in laboratories. <p>In administrative positions:</p> <ul style="list-style-type: none"> • provide financial, policy and planning advice • service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence • monitor expenditure against budget in a school or small faculty. <p>In professional positions:</p> <ul style="list-style-type: none"> • work as part of a research team • provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services • provide counselling services • undertake a range of computer programming tasks • provide documentation and assistance to computer users • analyse less complex user and system requirements.
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ANU Officer 7

Training level or qualifications:	<p>Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • a degree with at least 4 years subsequent relevant experience, or • extensive experience and management expertise in technical or administrative fields, or • an equivalent combination of relevant experience and/or education/training.
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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:	<ul style="list-style-type: none"> • 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.

ANU Officer 8

Training level or qualifications:	<p>Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or • extensive experience and management expertise, or • an equivalent combination of relevant experience and/or education/training.
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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:	<ul style="list-style-type: none"> • 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.

ANU Officer 9/ SM1

Training level or qualifications:	<p>Level 9 OR SM1 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • postgraduate qualifications and extensive relevant experience, or • extensive management experience and proven management expertise, or • an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	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:	<ul style="list-style-type: none"> • Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources. • Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements. • Manage a small and specialised unit where significant innovation, initiative and/or judgement are required. • Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

ANU Officer 10/ SM1

Training level or qualifications:	<p>Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <ul style="list-style-type: none"> • proven expertise in the management of significant human and material resources; in addition to, in some areas, • postgraduate qualifications and extensive relevant experience.
Occupational equivalent:	Senior program, research or administrative manager.
Level of supervision:	Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

Task level:	Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.
Organisational knowledge:	Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands. Be fully responsible for the achievement of significant organisational objectives and programs.
Judgement, independence and problem solving:	Be fully responsible for the achievement of significant organisational objectives and programs.
Typical activities:	<ul style="list-style-type: none"> • 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 SM2 – 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:	<ul style="list-style-type: none"> • Conceptualise, develop, initiate and review major technical and/or administrative policies at University level. • Responsible for management of a complex area of work at a level higher than ANUO 10. • Accountable for program performance. • Comprehensive knowledge of related programs.

Organisational knowledge:	Devise new ways of adapting technical and/or administrative strategies to meet new internal and external demands.
Judgement, independence and problem solving:	Full responsibility for achieving significant objectives and programs. Will have a significant collaborative role.

The specific requirements for each SM classification are as follows:

SM2

Scope:	<p>Area managed</p> <ul style="list-style-type: none"> • Single section, usually only one significant component. <p>Number of staff</p> <ul style="list-style-type: none"> • 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:	<ul style="list-style-type: none"> • 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:	<p>Area managed</p> <ul style="list-style-type: none"> • Administrative structure for a school or an office/branch usually with more than one significant component. <p>Number of staff</p> <ul style="list-style-type: none"> • 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:	<ul style="list-style-type: none"> 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:	<p>Area managed</p> <ul style="list-style-type: none"> 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. <p>Number of staff</p> <ul style="list-style-type: none"> Usually 20+, at least one of whom would be above ANUO 9/10 level.
Variety:	<p>Normally a number of classification streams, more than one profession.</p> <p>Performs a number of major functions (more than 2), at least one of which must be professional for a campus-wide client base and important for the ANU to achieve its objective OR performs a major number of service functions for a substantial portion of the ANU.</p>
Policy:	<p>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.</p> <p>Goals usually set by management committee. Devises strategy for achievement of goals subject to approval by management committee.</p> <p>Reporting lines may be diffuse. Staff at this level would not usually have a single direct supervisor.</p>
Capacity to Commit:	<ul style="list-style-type: none"> 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.
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SM5

Scope:	<p>Area managed</p> <ul style="list-style-type: none"> • Campus-wide client base. Usually controls a division. <p>Number of staff</p> <ul style="list-style-type: none"> • Usually 20+, at least one of whom would be above ANUO 9/10 level. <p>Usually responsible for divisional budget.</p>
Variety:	<p>Normally a number of classification streams, more than one profession.</p> <p>Performs a number of major functions (more than 2), at least one of which must be professional for a campus-wide client base and important for the ANU to achieve its objective or performs a major number of service functions for a substantial portion of the ANU.</p>
Policy:	<p>Determines policy and strategy for own area. May determine University policy with relation to own area of responsibility.</p> <p>May set goals for own area, will be a key player in such goal setting.</p> <p>Will participate in goal setting for ANU, at least in matters relating to own area.</p> <p>Key factor in determining level is that SAO4/SM5 staff will report to a Pro Vice-Chancellor or higher.</p>
Capacity to Commit:	May commit ANU on matters within specified limits.
Impact (influence on the University):	If the impact of decision making or advice offered has a major effect on broad University policy outside the staff member's normal area of operation, a higher level may be appropriate.

Glossary of terms

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

Adapt	To modify or alter.
Advise	To recommend a course of action; to counsel; to give advice to (not simply to tell or inform).
Analyse	To study the factors of a situation or problem in detail in order to determine the solution or outcome.

Analysis	The resolution or breaking up of factors/tasks/data into their various simple elements.
Anticipate	To foresee events, trends, consequence or problems.
Approve	To sanction officially; to ratify (thereby assuming responsibility).
Area	A School, Centre, The Faculties or University Division (e.g. Buildings and Grounds Division, Central Areas, Finance and Accounting Division, Secretary's Division). See also: Local Work Area
Assist	To lend aid; to help; to give support to.
Collaborate	To work with and act jointly with others.
Communication skills	Thoughts and information are expressed clearly, concisely with the choice of words adjusted to meet the needs of others. Careful listening ensures a mutual understanding of the information exchanged. Written work is accurate, logical, concise and expressed in a way which others can easily follow.
Complex	Intricate, complicated; consisting of a number of inter-related steps requiring analysis and/or judgement.
Conceptualise	To form ideas or notions which give rise to options, solutions or improved methods or understanding.
Consult	To confer with; to seek the advice, views or ideas of others.
Contact	To communicate with.
Coordinate	To bring into common action; to harmonise; to integrate.
Delegate (verb)	To assign or entrust to another tasks, duties or responsibilities whilst retaining ultimate accountability and responsibility.
Demonstrate	To illustrate and explain, especially with examples.
Design	To create a plan or scheme.
Develop	To initiate, elaborate or expand a plan, program or course of action.
Devise	To plan or invent a way of doing something or an alternative way of doing something.
Diagnose	To ascertain the condition of; to identify an error or malfunction.
Distribute	To apportion or deal out as in distributing literature or mail.
Draft	To write or compose papers or documents in rough, preliminary or final form, usually for clearance and approval by others.
Establish	To set up; to institute; to place on a firm basis.
Evaluate	To appraise; to assess the value of.

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

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

Schedule C – Responsibility Allowances

ANUSA will pay responsibility allowances to employees in accordance with this schedule and clause 24 (Other allowances).

Any increase to salaries under clause 17 (Salary) will also be applied to the allowances in this schedule, in accordance with clause 24.2. The increases in the tables below (based on future salary increases from *The Australian National University Enterprise Agreement 2023-2026*) are not comprehensive and indicative only.

Fire Warden Allowance

Eligibility: The employee is a designated fire warden or chief fire warden for an ANUSA workplace.

Payment frequency: Fortnightly.

Base rate	19/12/2024 (+2.5%)	3/07/2025 (+2.5%)	18/12/2025 (+2.5%)	18/06/2026 (+2.5%)
\$23.00	\$23.58	\$24.16	\$24.77	\$25.39

First Aid Officer Allowance

Eligibility: The employee is a designated First Aid Officer for an ANUSA workplace.

Payment frequency: Fortnightly.

Base rate	19/12/2024 (+2.5%)	3/07/2025 (+2.5%)	18/12/2025 (+2.5%)	18/06/2026 (+2.5%)
\$30.00	\$30.75	\$31.52	\$32.31	\$33.11

Health and Safety Representative Allowance

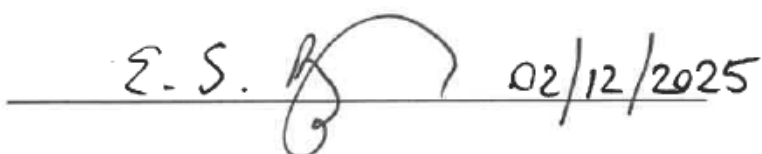
Eligibility: The employee is a Health and Safety Representative under the *Work Health and Safety Act 2011* (ACT) for a work group which includes ANUSA workers.

Payment frequency: Fortnightly.

Base rate	19/12/2024 (+2.5%)	3/07/2025 (+2.5%)	18/12/2025 (+2.5%)	18/06/2026 (+2.5%)
\$30.00	\$30.75	\$31.52	\$32.31	\$33.11

Signatories to the Agreement

Signed on behalf of The Australian National University Students' Association Inc. (ANUSA)

A handwritten signature in black ink, appearing to be 'E.S. Boyle', followed by the date '02/12/2025'. The signature is written over a horizontal line.

Eleanor Boyle

General Manager

The Australian National University Students' Association Inc.

154 University Avenue, Di Riddell Building, Level 2

Acton ACT 2601

Signed on behalf of the National Tertiary Education Industry Union (NTEU)

A handwritten signature in black ink, appearing to be 'Damien', written over a horizontal line.

Dr Damien Cahill

General Secretary

National Tertiary Education Industry Union

120 Clarendon Street

South Melbourne VIC 3205

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/4298

Applicant:

Australian National University Students' Association

Section 185 – Application for approval of a single enterprise agreement

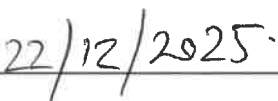
Undertaking – Section 190

I, Eleanor Boyle, General Manager, have the authority given to me by the Australian National University Students' Association (ANUSA) to give the following undertaking with respect to the Australian National University Students' Association Enterprise Agreement 2024-2027 ("the Agreement"):

1. ANUSA will not regularly roster any employee covered by the Agreement to work on Sundays or public holidays.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature


Date