



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian National University Students' Association
(AG2020/47)

STUDENT ASSOCIATIONS OF THE AUSTRALIAN NATIONAL UNIVERSITY ENTERPRISE AGREEMENT 2019

Educational services

DEPUTY PRESIDENT MASSON

MELBOURNE, 20 MARCH 2020

Application for approval of the Student Associations of the Australian National University Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Student Associations of the Australian National University Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian National University Students' Association. The Agreement is a single enterprise agreement.

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

[3] The National Tertiary Education Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 March 2020. The nominal expiry date of the Agreement is 30 September 2023.



DEPUTY PRESIDENT

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STUDENT ASSOCIATIONS OF
THE AUSTRALIAN NATIONAL
UNIVERSITY ENTERPRISE
AGREEMENT 2019

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2 TITLE

2.1.1 This Agreement shall be referred to as the Student Associations of the Australian National University Enterprise Agreement 2019.

3. OPERATION OF THE AGREEMENT

3.1.1 This Agreement was negotiated between the Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc., the Australian National University Student Media Inc. and the National Tertiary Education Industry Union. This Agreement shall be effective from 7 days after the date it is approved by The Fair Work Commission and shall have a nominal expiry date of 30 September 2023.

4 DEFINITIONS

- Act means the Fair Work Act 2009
- Agreement means the Australian National University Student Associations’ Enterprise Agreement 2019.
- Association means the Australian National University Student Association Inc. (ANUSA), the Australian National University Postgraduate and Research Students Association Inc. (PARSA) or the Australian National University Student Media Inc. (ANUSM).
- Bullying
 - (1) An employee is bullied at work if:
 - (a) while the employee is at work:
 - (i) an individual; or
 - (ii) a group of individuals;

repeatedly behaves unreasonably towards the employee, or a group of employees of which the employee is a member; and
 - (b) that behaviour creates a risk to health and safety.
 - (2) To avoid doubt, (1) above does not apply to reasonable management action carried out in a reasonable manner.
- Employee means a person employed by an Association.
- Employer means the Australian National University Student Association Inc. (ANUSA) the Australian National University Postgraduate and Research Students Association Inc. (PARSA) or the Australian National University Student Media Inc. (ANUSM).
- FWC means the Fair Work Commission.
- Immediate family means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner.

- Union means each union that provides written notice in accordance with section 183(1) of the Fair Work Act 2009 (Cth) and who the Fair Work Commission notes in the decision approving the Agreement that the Agreement covers that union.
- Representative means a friend or colleague who has been chosen as a representative by an employee, but this person shall not be a practising barrister or solicitor.
- Supervisor means the person who is responsible for the day-to-day supervision of the employee.
- University means the Australian National University.

NB: Reference to the singular shall mean and refer to, and include, reference to the plural.

5 RELATIONSHIP TO AWARDS, AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

5.1.1 This Agreement supersedes and replaces in entirety any previous Awards and Enterprise Agreements covering employment with the Australian National University Students Association Inc., or the Australian National University Postgraduate and Research Students Association Inc. or the Australian National University Student Media Inc.

5.1.2 No employee shall as a result of this Agreement suffer any loss of personal leave, annual leave or long service leave credits accrued or recognised at the date of making this Agreement.

5.1.3 An employee who at the date of the making of this Agreement is in receipt of a superior condition of employment shall not, as a result of this Agreement, suffer any detriment to that condition.

6 RE-OPENING NEGOTIATIONS

6.1.1 The Associations agree 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.

7 APPLICATION AND COVERAGE

7.1 Coverage

7.1.1 This Agreement covers:

- The Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc. and the Australian National University Student Media Inc.
- All professional and administrative employees of the Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc. and the Australian National University Student Media Inc.
- Each union that provides written notice in accordance with section 183(1) of the Fair Work Act 2009 (Cth) and who the Fair Work Commission notes in the decision approving the Agreement that the Agreement covers that union.

7.2 Provisions of this agreement not applying to casual employees

7.2.1 The following provisions will not apply to casual employees

- Clause 14.2 Part-Time Employment
- Clause 14.3 Fixed-Term Employment
- Clause 16.2 Probationary Procedures
- Clause 16.4.3 Performance Appraisal

- Clause 20.5 Public Holidays
- All paid Leave provisions except Clause 20.8 Long Service Leave and Clause 28 Workers' Compensation Leave and Make-up Pay. Casual employees shall be entitled to unpaid leave in relation to all Leave provisions, subject to the same evidentiary requirements as apply to paid leave entitlements for other employees.
- Clause 22.1 Overtime (except as specified for casual employees)
- Clause 23.3.4 Ill Health Retirement
- Clause 23.4 Redundancy Procedures

8 ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

While acknowledging that opportunities in small organisations such as the Student Associations are necessarily limited, the Associations are nonetheless committed to providing opportunities for Aboriginal and Torres Strait Islander employment. Over the life of the Agreement, the Associations will aim to provide opportunities for Aboriginal and Torres Strait Islander employment to achieve a workforce that is reflective of the Australian population.

9 ANTI DISCRIMINATION, BULLYING, AND HARASSMENT

9.1.1 The Associations take a no tolerance stance in relation to discrimination, bullying, and harassment in our workplace. Discrimination, bullying, and harassment, are unacceptable forms of behaviour which will not be tolerated under any circumstances.

9.1.2 It is the intention of the Associations and their employees to respect and value the diversity of the workforce by helping to prevent and eliminate bullying, harassment, and discrimination on the basis of race, colour, nationality, immigration, social origin, sexual orientation or gender identity, age, disability, medical record, marital status, carer or family responsibilities, pregnancy, breastfeeding, ethnic or ethno- religious background, trade union membership or activity, political opinion or religious belief or national identity.

10 DISPUTE RESOLUTION PROCEDURES

10.1.1 It is agreed that Association(s), each Union covered by the Agreement, and all Employees have an interest in the proper application of this Agreement and in minimizing disputes about the proper application of the Agreement. These procedures shall apply to any dispute regarding any matter arising within or outside of this Agreement or in relation to the National Employment Standards.

10.1.2 A dispute arising between an Employee or group of Employees and a supervisor will, in the first instance, be discussed by them without delay in an effort to resolve the dispute. The Employee(s) may seek the assistance of a Union or another nominated employee representative.

10.1.3 Where the steps in clause 10.1.2 are unsuccessful or a Union or the Association(s) wishes to raise a dispute, the employee, a representative of the Union or other nominated employee representative and the appropriate representative of management shall discuss the dispute and attempt to reach agreement.

10.1.4 Where a dispute is not resolved under clause 10.1.3, including where there is disagreement as to whether the dispute is capable of being dealt with under this procedure, the employee or a representative of the employee with the authority to resolve the dispute and a manager of the Association(s) with authority to resolve the dispute shall meet within 5 working days, unless agreed otherwise, and shall attempt to resolve the matter within 5 working days of its first meeting. Any

resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.

10.1.5 Until the procedures described in this clause have been exhausted, including those procedures below involving the FWC, the status quo that existed prior to the actions which gave rise to the dispute shall be maintained and the parties to the dispute shall not change work, staffing or the organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. Further, the Association(s) shall not terminate an Employee, or allow the termination of an Employee such as through the passage of time, where one of the issues in dispute relates to that termination.

10.1.6 Should the dispute not be resolved by the processes referred to in clause 10.1.4 or if either party to the dispute fails to engage in the processes referred to in clause 10.1.4, the matter may, at the election of the referring party, being the employee or a representative of the employee or the Union or Association(s), be referred to the FWC for resolution.

10.1.7 The FWC may resolve the dispute by the processes of conciliation and/or arbitration. The parties to the dispute agree to be bound by and implement any order, decision or recommendation of the FWC. Where the FWC forms the view that the matter in dispute requires a mediator, conciliator or arbitrator with special expertise (e.g. intellectual property dispute), it may appoint such a person with such specialist expertise to prepare a report and recommendation to the FWC, or to determine the dispute.

10.1.8 Nothing in this clause prevents the parties to the dispute from agreeing to refer an unresolved dispute to a person or body other than the FWC for resolution, in which case the parties to the dispute agree to be bound by any recommendation to resolve the dispute made by the agreed person or body.

10.1.9 Where, as part of settling a dispute, the FWC [or other agreed arbitrator] forms the view that the Agreement has not properly been applied, and that a person bound by this Agreement has been consequently disadvantaged, it shall advise the parties to the dispute what actions it believes are necessary to ensure the disadvantage is remedied. The parties to the dispute shall implement those actions, or other actions agreed in writing in substitution for them. Similarly, the parties to the dispute shall implement any actions required as part of the resolution of a dispute achieved under this clause.

11 FREEDOM OF ASSOCIATION

11.1.1 The Associations and their employees recognise that employees are free to choose to join or not join a union. Irrespective of that choice employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.

11.1.2 Where reference is made to the right of any employee to choose to be represented or accompanied in any discussion or other matter under this Agreement, this will not include an engaged practicing barrister or solicitor (i.e. employed in a legal practice or service unrelated to those covered by this Agreement) except in relation to actual proceedings initiated in a Court.

11.1.3 The Associations recognise the important contribution that union and employee representatives make to employment relations. Training and support will be provided to those employees who fulfil this role, and they will be given adequate paid time away from their normal role/s to act as a union or employee representative.

12 SALARIES AND CLASSIFICATIONS

12.1 Professional employees

12.1.1 The ANU Students Association Certified Agreement 1998 – 2000 linked salaries, pay rises and conditions of the ANU Students Association to those of the Australian National University General Staff. In addition, it was the intention to automatically to flow on changes in salaries in the Australian National University to the employees covered by this Agreement. This Agreement continues that intent.

12.1.2 Professional employees shall have their position classified in accordance with Classification Descriptors set out in Schedule B and shall be entitled to receive the rate of pay associated with the relevant level set out in Schedule A of this Agreement.

12.1.3 Positions in the Associations shall be classified according to the "work value" principle with reference to the position classification standards in Schedule B.

12.1.4 An employee may request a review of their classification. All reviews will be against the position descriptors in Schedule B. Where an employee disagrees with the outcome of a classification review they may apply for a review of the decision in accordance with the Associations grievance procedures.

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

12.1.6 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.

12.1.7 There is no automatic entitlement to incremental progression from one ANU Level to another.

12.2 Payment of Wages

12.2.1 An employee's salary, including allowances and overtime, will be paid fortnightly on the Thursday immediately following the pay period by electronic funds transfer.

12.2.2 An underpayment to an employee shall be corrected and full payment made to the employee within five working days.

12.2.3 Salary, salary related and other debts that an employee or former employee owes to any of the Associations will be recovered. Details will be provided in policy, which will provide that no employee is subject to financial hardship in the recovery process.

13 SALARY INCREASES

13.1.1 The Associations agree that all employees will receive salary increases at the same percentage rate and at the same time as may be granted by the University from time to time to employees holding the equivalent or corresponding classification under the Australian National University Enterprise Agreement.

13.1.2 Student Association Salaries at 14 July 2016 differed from the salaries for identical classifications at the University as they incorporate the annual leave loading previously paid to employees proceeding on annual leave. Any increases to Association salaries have been and are to be applied to the Association salary as at 14 July 2016.

14 TYPES OF EMPLOYMENT

14.1 Continuing employment

14.1.1 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.

14.2 Part time employment

14.2.1 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.

14.3 Fixed term employment

14.3.1 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

- carrying out a limited time defined project, task or role,
- implementing a research project,
- temporarily replacing an employee on leave or on reduced hours for a period under the flexible working arrangements,
- engaged on a pre-retirement contract,
- to fill a position funded by external funding (not being a position funded by an operating grant from government or student fees) or
- engaged because they are a student.

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

14.4 Fixed Term Contract Non-Renewal separation payment

14.4.1 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 the same Association. 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.

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

- once-only fixed-term contracts with the Association 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; or
- where all the employee's fixed-term appointments were as a "replacement" employee: or
- a "pre-retirement contract"; or
- where there have been breaks in service between contracts of more than sixteen weeks (excluding periods of approved unpaid leave).

14.5 Casual employment

14.5.1 Casual employment means a person engaged by the hour and working an irregular pattern of hours on an intermittent or irregular basis and paid on an hourly basis that includes a loading related to benefits for which a casual employee is not eligible.

14.6 New or Vacant Positions

14.6.1 Before a new or vacant position is advertised, existing employees covered by this Agreement will be invited to express interest in the position.

14.6.2 Where the position attracts an expression of interest from one person only, the Association may exercise its discretion to appoint that person to the position without proceeding to advertisement.

14.6.3 Where two or more current employees express interest in the position, the Association will establish an Appointments Committee to interview the applicants.

14.6.4 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, the Association may choose to advertise the position externally.

14.6.5 The Association retains the right to advertise any new or vacant position after expressions of interest by existing staff have been called for. Where a position is to be advertised, the Association must establish an Appointments Committee as set out in the Association's Employment and Selection policy to interview the applicants.

14.6.6 This clause shall not apply to casual staff appointments.

14.7 Casual conversion

14.7.1 General

An employee must not be engaged or re-engaged, nor have their hours reduced, in order to avoid any obligation under this clause.

Upon appointment, the Association must advise a casual employee that, after serving qualifying periods, see clause 14.7.2, casual 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.

The Association must also take reasonable steps from time to time to inform casual employees of the conversion provisions of this agreement.

An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this agreement.

14.7.2 Eligibility for conversion

To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

- over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee;

or

- over the immediately preceding period of at least 24 months.

For the purposes of this clause occasional and short-term work performed by the employee in another classification, job or department must not:

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

14.7.3 Application for conversion

The Association 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:

- i. the employee is or was a student where that status was relevant to their engagement and the work required;
- ii. the employee is a genuine retiree;
- iii. 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);
- iv. the employee has a primary occupation with the employer or elsewhere, either as an employee or as a self-employed person;
- v. the employee does not meet the essential requirements of the position;
- vi. the work is ad hoc, intermittent, unpredictable or involves hours that are irregular; or
- vii. there is not funding security for the position.

14.7.4 Offer of non-casual employment

The Association must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the Association rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.

Conversion may be to either a continuing appointment or to a fixed-term appointment (only if fixed-term employment complies with clause 14.3.1). The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the Association's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement. The conversion offer will also constitute (and include such other details as are required for) an instrument of engagement under the agreement.

Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:

- long service leave, if, at the time of conversion, the employer provides casual employees with an entitlement to long service leave. In such a case casual service with the employing institution would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service, except where institutions, at the time of making this award, pay long service leave to casuals in relation to their casual service; and
- any applicable unpaid parental leave.

14.7.5 Further applications

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 14.7.3(iii); and that ground ceased to apply.

14.8 Fixed term conversion

14.8.1 General

Upon appointment, the Association will advise a fixed term employee that, after serving the qualifying period in clause 14.8.2, 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.

The Association will also take reasonable steps from time to time to inform fixed term employees of the conversion provisions of this agreement.

An eligible fixed term employee may apply in writing for conversion to continuing employment in accordance with the conversion provisions of this agreement.

14.8.2 Eligibility for conversion

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.

14.8.3 Application for conversion

The Association 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, those detailed in Clause 14.7.3.

14.8.4 Offer of ongoing employment

The Association will determine an application for conversion either by offering conversion or by rejecting the application. If the Association rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a continuing position.

The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the Association'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.

14.8.5 Further applications

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 14.8.3(iii) and that ground ceased to apply.

14.8.6 Fixed term employment in breach of Clause 14.3.1

If it is determined that an employee was engaged as a fixed term employee in breach of Clause 14.3.1, that employee will be entitled to appointment to a continuing position.

15 ASSOCIATION POLICIES AND PROCEDURES

15.1.1 This agreement is supported by Association 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.

15.1.2 The Associations and their employees agree that such policies and procedures will be available to all employees and will be updated as necessary following reasonable consultation.

15.1.3 The Associations agree to develop a policy on parking as a priority after FWC approval of the agreement.

16 DUTIES AND PERFORMANCE

16.1 Appointment

16.1.1 On engagement an Association must provide the employee with a letter of appointment which sets out the type of employment and the terms of engagement including:

- Employee name
- Position title
- The classification level
- Salary on commencement
- Hours or fraction of full-time hours worked
- Any period of probation including the set and the maximum probation period
- Duties of the position
- For fixed term employees, the length of service
- For part-time employees the agreed regular pattern of work, including hours and days worked
- For casual employees, the number of hours required and applicable rates of pay
- Identity of the employer
- Reference to documentary sources from which employment conditions derive
- Supervisory and reporting relationships applying to the employee.

16.2 Probation

16.2.1 All ongoing and fixed term appointments are subject to a probationary period of either 3 or 6 months. This period may be extended to a maximum of 9 months in accordance with Schedule C to this Agreement. Probation will be managed in accordance with the procedures contained in Schedule C.

16.2.2 Casual employees are not subject to probation.

16.3 Work Arrangements

16.3.1 Working arrangements, including attendance for duty, will be subject to mutual agreement between the employee and their Supervisor, and should be sufficiently flexible to allow for an appropriate balance between the demands of the employee's duties and private life.

16.3.2 For the purposes of leave accrual and deductions, deductions for unauthorised absences and calculating part-time hours, the standard full-time hours will be 35 hours per week.

16.3.3 The minimum attendance for a casual employee will be three hours.

16.4 Performance Review and Personal Development

16.4.1 Employees are expected to participate fully in the respective Association Career and Performance Development ("CPD") Framework process and prepare detailed performance plans, as required.

16.4.2 An employee's performance plan will identify their developmental needs as agreed with their Supervisor. The Association aims to provide access to development opportunities consistent with these needs and where agreed formal studies assistance will be provided.

16.5 Underperformance

16.5.1 If an underperformance issue arises, the employee and their immediate manager will promptly and jointly develop and implement strategies to address the under-performance. Where an employee is not able to demonstrate performance or conduct to a satisfactory standard, action will be taken to address the underperformance or misconduct. Such action will occur in a timely manner in accordance with the procedures contained in Schedule C to this Agreement.

16.6 Misconduct

16.6.1 Breaches of the Association's Code of Conduct will be handled in accordance with procedures contained in Schedule C to this Agreement.

16.6.2 Employees may seek advice and representation at any stage of the procedures contained in Schedule C to this Agreement.

17 REMUNERATION

17.1 Base Salary

17.1.1 Annual base salary will be within the salary range applying to an employee's classification. Association Classifications salary rates are set out in Schedule A.

17.2 Salary Packaging

17.2.1 Employees will be able to participate in the Association's salary packaging arrangements.

17.3 Higher Duties

17.3.1 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.

17.3.2 The allowance will be:

- 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

- 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 the Association for the period of higher duties.

17.4 Casual employees

17.4.1 Casual employees will receive a salary loading of 25% in lieu of public holidays, and all paid leave entitlements, other than long service leave.

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

18 Superannuation

18.1.1 The Association will pay employer contributions of 17% of salary for all non-casual employees. Employer superannuation contributions for casual employees shall be a minimum of 9.5% and no less than that prescribed in the *Superannuation Guarantee (Administration) Act 1992*.

The contributions for casual employees will be increased, from the first full pay period commencing on or after:

- 1 January 2021, to 10%;
- 1 January 2022, to 10.5%;
- 1 January 2023, to 11%;
- 1 January 2024, to 11.5%;
- 1 January 2025, to 12%.

18.1.2 If an employee fails to validly nominate a complying superannuation fund by exercising their superannuation choice rights in relation to their employment with the Association, the Association will make contributions to the default fund which is UniSuper.

18.1.3 Superannuation salary will be ordinary times earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992*.

19 TRAVEL AND OTHER EXPENSES

19.1 Travel Assistance

19.1.1 The Association will meet reasonable travelling or other expenses incurred by employees when travelling on Association business, or purchasing material for the Association, subject to production of receipts for any expenditure incurred. Travel will be administered in accordance with the Associations' Travel Policy.

19.2 Motor Vehicle Allowance

19.2.1 An employee may be authorised to use a private vehicle for business, where it is considered that it will result in greater efficiency or involve less expense for the Association. Employees will receive a per kilometre Motor Vehicle Allowance at the rate set by the Australian Taxation Office.

19.3 Loss or Damage to Clothing or Personal Effects

19.3.1 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.

19.4 Responsibility Allowance

19.4.1 If an employee is appointed as a First Aid Officer, Health and Safety Representative, or Fire Warden and continues to demonstrate skills, knowledge and commitment to that role, they will be paid a fortnightly allowance in accordance with the applicable policy of the Association per role they hold.

20 LEAVE

20.1 General

20.1.1 All leave will be accrued, granted and processed in accordance with this Agreement and the Associations' Leave policy.

20.2 Annual Leave

20.2.1 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.

20.2.2 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.

20.2.3 Employees have the option of cashing out any accrued Recreation Leave in excess of 22 days.

20.3 Personal Leave

20.3.1 Employees are entitled to 20 days paid Personal leave per annum for personal illness, for care of immediate family or member of the employee's household, essential religious or cultural purposes, menstruation, menopause, fertility treatment (including partner support), gender transition, wellbeing or compassionate grounds. Employees with more than 3 years' service are entitled to 25 days paid Personal leave per annum.

Where an Aboriginal and Torres Strait Islander staff member has exhausted all Personal Leave provisions, an additional four days personal leave will be granted to facilitate the staff member's cultural responsibilities. Where a staff member has essential religious or cultural obligations and has exhausted all Personal Leave provisions, an additional four days personal leave will be granted to facilitate the staff member's religious or cultural responsibilities.

Bereavement leave of five paid days per occurrence will be granted where a member of an employee's family or household dies or suffers a life-threatening illness or injury. This leave is in addition to Personal leave

20.3.2 Personal leave is cumulative and accrues on a daily basis.

20.3.3 A continuing employee or a fixed term employee engaged for a period in excess of 12 months will be credited with the 1st year's entitlement. 2nd and subsequent year's entitlement accrues throughout the year and is available on the anniversary of their appointment.

20.3.4 If an employee has no entitlement to paid Personal Leave, they are entitled to unpaid carer's leave, unpaid compassionate leave (for 3 days on each occasion), and unpaid family and domestic violence leave in accordance with sections 102, 104 and 106A respectively of the Fair Work Act 2009.

20.3.5 Supporting evidence for Personal Leave will be required for absences in excess of 3 consecutive days (incl. a weekend) or an aggregate of 6 individual days in a 12 month period.

20.4 Domestic Violence

20.4.1 Individual support for employees experiencing family violence will be in accordance with the Associations' policy on Domestic Violence.

20.4.2 An employee experiencing family violence who has provided satisfactory proof in accordance with the Associations' policy will have access to 10 days (pro rata) per year (non-cumulative) special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

20.4.3 An employee who supports a person experiencing family violence may take personal leave to accompany them to court, hospital or to mind children.

20.5 Public Holidays

20.5.1 Employees will have the benefit of public holidays which are gazetted by the Australian Capital Territory government as public holidays in the Australian Capital Territory. Part time employees will not be paid for any public holiday which falls on a day the employee is not rostered to work. Nor is the employee entitled to any pro rata payment in lieu of the public holiday.

20.6 Leave over Christmas Period

20.6.1 Employees will be entitled to paid leave during the period 25 December to 1 January inclusive for those days that are not prescribed as public holidays.

20.7 Leave Associated with the Birth, Adoption or Fostering of a Child

Parental Leave

20.7.1 After 12 months' continuous service, an employee who is the primary caregiver will be entitled to 52 weeks' absence of which 21 weeks' leave will be at full pay or 42 weeks at half pay. If the employee's partner is also employed by the Association, the unpaid leave may be shared with the partner, but the total unpaid leave remains the same. Paid leave to a maximum of 21 weeks will count for service for all purposes.

Paid Adoption and Permanent Care Order Leave

20.7.2 After 12 months' continuous service, if an employee adopts a child or is granted a permanent care order and is the primary caregiver for the child, the employee will be entitled to 21 weeks leave at full pay or 42 weeks at half pay for adoption or care purposes. Paid leave to a maximum of 21 weeks will count for service for all purposes.

20.7.3 The child must not be the employee's or the employee's partner's child or step-child unless the child has not been in the employee's or the employee's partner's custody and care for a significant period.

Paid Fostering Leave

20.7.4 After 12 months' continuous service, if an employee is appointed as a legal foster carer, the employee will be entitled to paid Fostering Leave of 21 weeks at full pay or 42 weeks at half pay for

the purposes of fostering a child. Fostering Leave may be taken in one block or as separate absences over a period of time at the discretion of the employee’s supervisor. The fostered child must not be a child or step-child of the employee’s or the employee’s partner unless that child had not been in the custody and care of the employee’s or the employee’s partner’s for a significant period. Paid leave to a maximum of 21 weeks will count for service for all purposes

Unpaid Parental (Maternity, Paternity, Adoptive) Leave

20.7.5 Employees, including casual employees are entitled to unpaid Parental Leave in accordance with Part 2-2 of Division 5 the Fair Work Act 2009.

Paid Partner Leave

20.7.6 After 12 month’s continuous service, an employee will be entitled to 15 days paid Partner Leave within 1 month of the birth, adoption or fostering of a child. If the employee accesses paid Parental Leave, Adoption Leave or Fostering Leave they are not entitled to Paid Partner Leave for that child.

20.7.7 For periods of employment of less than 12 months’ leave associated with the birth, adoption or fostering of a child, those employees eligible to access paid Parental Leave, Adoption Leave or Fostering Leave will be granted paid leave on the basis of 1.6 weeks leave for each completed month of service.

20.8 Long Service Leave

20.8.1 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 the Association may require you to work up to 3 years with the Association 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	4 years minimum continuous service
Resignation, dismissal	7 years minimum continuous service

20.8.2 Details of accrual rates and payments in lieu on termination for employees are contained in the Associations leave policy.

20.9 Leave for Defence Reservists

20.9.1 If an employee is a Defence Reservist they will be entitled to leave in accordance with the policy of the Defence Reserve Support Council.

20.10 Community Service Leave

20.10.1 An employee will be entitled to Community Service Leave in accordance with section 108 of the Fair Work Act 2009, including leave for regular training, all emergency services responses,

reasonable recovery time and ceremonial duties. Community Service leave for emergency services reasons may be paid or unpaid at the discretion of the Association.

20.11 Jury Service/Called as a witness

20.11.1 An employee required to attend a Court for the purpose of jury service or as a crown witness will be entitled to leave on full pay for the duration of such attendance.

20.11.2 An employee who is required to appear in court in a capacity other than as specified above shall be entitled to leave without pay for the period of such attendance.

20.12 Trade Union Training Courses and Seminars

20.12.1 An employee who is a member of the Union may be granted reasonable paid leave to attend short trade union training courses, seminars or meetings.

20.13 Purchased Leave

20.13.1 Employees are entitled to purchase an additional 4 weeks Annual Leave in accordance with the Association's Policy.

20.14 Other Leave

20.131 The Association may grant an employee Other Leave, paid or unpaid, at the absolute discretion of, and on such terms determined by, the Association.

21 FLEXIBLE WORKING HOURS

21.1 Standard Working Hours

21.1.1 The standard hours per week for full-time work are 35 hours per week as the standard ordinary hours of duty to be worked on Monday to Friday, worked between the hours of 8.00 am and 7.00 pm. Part-time employees are required to work the hours per week set out in the employment contract.

21.2 Breaks

21.2.1 The Association 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.

21.2.2 More detailed guidance on flexible working hours is available in the Associations Flexible Working Arrangements policy. Working flexible hours could include variations in attendance times and short term absences (TOIL) without the need for a leave application.

21.3 Flexible working arrangements

21.3.1 Employees may request flexible working arrangements in accordance with section 65 of the FW Act. Approval to undertake part-time work must not be withheld for employees with responsibility for the care of a child under six years of age. The Association will agree to a return to full-time work where the reduction to part-time is for an agreed period of between six months and two years. Reasons for accessing flexible working arrangements may include personal circumstances, study commitments, and caring responsibilities that require flexibility.

21.3.2 The above clause does not prevent an employee from requesting flexible working arrangements including part-time work, job sharing and home based work, in circumstances other than those in section 65 of the FW Act. The Associations are willing to sympathetically consider

requests from employees who wish to enter into job share or other flexible working arrangements, such as for study commitments. Such requests will be dealt with on a case -by- case basis.

21.4 Flextime

Flextime allows staff members and the Associations to vary hours, and patterns of work, to meet the priorities of the Associations and the staff member's personal commitments, taking into account the operational requirements of the work area. Flextime arrangements must be agreed between the supervisor and the staff member.

Records of agreed start and finish times, and that relevant time off has been taken, must be kept. Approval to be absent on a working day will be subject to prior approval.

Flextime is an arrangement whereby a staff member may, with the approval of their supervisor, start and/or finish work at flexible times normally within the span of hours (or outside the span of hours where agreed), and such agreement must be documented with records kept of start and finishing times. 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.

Flextime is not designed to increase or reduce the total number of hours that must be worked by staff. A staff member will normally be expected to reconcile their flextime within four weeks and two days (within a maximum debit/credit of 7 hours), unless otherwise approved in writing by their supervisor. Within this period the staff member will be provided with an opportunity to clear their credits and to make up any debits before any decision is made to alter other entitlements.

22. OVERTIME AND MEAL ALLOWANCE

22.1 Overtime

22.1.1 An employee may be required to work reasonable overtime subject to the conditions below. Overtime is to be worked at the prior direction of the Association, or if the circumstances do not permit prior direction, subsequent approval in writing by the Association.

22.1.2 Employees classified at level 7 or above shall not be eligible to receive payment for overtime. Such employees however will be eligible to receive time off equivalent to the period of overtime worked in accordance with the relevant overtime rate.

22.1.3 The rates payable for overtime are as follows:

- Monday to Saturday: Time and a half for the first three hours each day and double time thereafter.
- Sunday: Double time.
- Public Holidays: Double time and a half.

22.1.4 The salary of an employee for the purpose of computation of overtime shall include higher duties allowances. Overtime is payable to casual employees only in respect of work in excess of 7 hours on one day, and for all work on Sundays and Public Holidays. In respect of such excess, the casual employee shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full-time employee, or the casual loading, but not both.

22.1.5 An employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of three hours at the appropriate overtime rate.

22.1.6 An employee who has worked overtime will be given a minimum break of ten hours between the end of one period of duty and the beginning of the next. An employee required to resume or continue to work without having a ten hour break off duty is entitled to be absent from duty without loss of pay until a ten hour break has been taken, or be paid at 200% of the ordinary rate until released from duty.

22.1.7 Any period of overtime which is continuous with ordinary duty and which extends beyond midnight shall be deemed to have been performed on the day the overtime commenced.

22.1.8 Where overtime is not continuous with ordinary duty and involves duty before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.

22.2 Time Off in Lieu (TOIL) of overtime payment

22.2.1 An employee may, with the agreement of the Association take time off in lieu of payment for overtime - the period of TOIL will be at the same rate as the applicable overtime rate.

22.2.2 Where possible, TOIL must be taken within three months (unless other arrangements are made with the employee's supervisor) of its accrual and should not be allowed to accrue to more than thirty-eight hours at any one time. If it is not practicable for TOIL to be taken in accordance with this clause due to unforeseen circumstances (such as short staffing due to illness), the Employee and the employee's supervisor may agree to alternative arrangements for the taking of TOIL.

22.2.3 TOIL not taken on termination of employment will be paid out.

22.3 Overtime Meal Allowance

22.3.1 Where an employee works overtime to the end of or beyond a meal break, they will receive a meal allowance in accordance with the applicable policy of the Association.

23. TERMINATION OF EMPLOYMENT

23.1 General Termination Provisions

23.1.1 Actual Salary will count as salary for calculating termination payments.

23.1.2 On termination of employment employees will be paid for all outstanding salary, allowances, accrued recreation; long service leave entitlements; pay in lieu of any unexpired notice period; and severance pay (if applicable).

23.1.3 Termination will only occur in accordance with the relevant provisions of this Agreement.

23.2 Termination by the Employee

23.2.1 A fixed-term or ongoing employee may resign by giving 2 weeks written notice to the Association.

23.2.2 A casual employee may resign by giving one hour's notice or forfeiting one hour's salary in lieu of notice.

23.3 Termination by the Association

23.3.2 For fixed-term and ongoing employees, the Association may, in writing, terminate employment in the following circumstances:

- Annulment – in relation to probation
- Redundancy

- Cessation of external funding (which shall be treated as redundancy)
- Early completion of a task or project for which the employee has been employed
- Underperformance
- Misconduct (including serious misconduct)
- Ill health where it is demonstrated that the employee will not be able to return to duty within a reasonable time frame.
- Abandonment of employment.

23.3.3 Fixed term employment terminates automatically at the end of the period of appointment.

23.3.4 Any action to terminate employment on the grounds of:

- Annulment – in relation to probation
- Underperformance
- Misconduct (including serious misconduct), or
- Ill health

will be undertaken, subject to this Agreement, in accordance with Schedule C of this Agreement.

22.3.5 Periods of notice and severance payments will apply as specified below.

23.3.6 If employment is terminated for any of the following reasons, the corresponding minimum notice period will apply:

Reason for termination of employment	Minimum notice period
Annulment of probation	4 weeks
Underperformance, misconduct	As prescribed in Schedule C of this Agreement.
Redundancy	8 weeks
Ceasing employment on the grounds of ill health	6 months

23.3.7 If the employee is over 45 years of age at the time of giving notice and have had not less than 2 years' continuous service they will be entitled to an additional week's notice.

23.3.8 The termination of employment will be effective from the date at which the notice period expires. Where an employee chooses and the Association agrees they can receive payment in lieu of notice.

23.4 Termination due to Redundancy

23.4.1 "Redundancy" means the work the employee was performing is no longer to be carried out due to financial constraints, technological change, or the Association decides to no longer to carry out that work.

23.4.2 "Redeployment" means the relocation of an employee whose position has been declared to be redundant into a suitable vacant position.

23.4.3 "Retrenchment" means the termination of employment of an employee whose position has been declared to be redundant and who is unable to be redeployed into an appropriate position.

Consultation process

23.4.4 Where an Association considers that an employee's position could become redundant, it shall, over a minimum one-month period, consult with the employee and the employee's representative (where appointed). The Association shall provide all relevant details to the employee and the employee's representative including reasons for the proposed redundancy and measures to mitigate any adverse effects on the employee concerned.

23.4.5 In the consultations, the Association will consider the following options:

- Redeployment,
- Retraining for alternative service
- Relocation.

Period of notice

23.4.6 Where the Association has, after consultation, made a definite decision that an employee's position is redundant, it shall give the employee eight weeks' notice which shall be used as a redeployment period or notice period.

23.4.7 If the Association decides that redeployment beyond eight weeks is not feasible, the employee shall be retrenched at the end of the period of notice stated in the Association's notification of redundancy.

23.4.8 If the Association wishes to terminate employment during the period of notice then the employee is entitled to have the notice period paid out in addition to any other entitlements accruing on redundancy.

Redeployment

23.4.9 When an employee whose position has been declared redundant does not wish to be retrenched, the Association will take all available steps and make every effort to redeploy the employee into a suitable position during the period of notice. Such redeployment may involve retraining. The employee shall be kept fully informed of all the steps being taken for the employee's redeployment.

23.4.10 During the redeployment period the employee is entitled to reasonable paid leave and/ or other assistance to attend job interviews.

23.4.11 Should the employee accept redeployment to a position on a lower salary or smaller fraction of employment on a continuing basis, the Association shall provide classification maintenance equal to the difference between the appropriate earnings of the classification salary of the staff member prior to the redeployment and the employee's revised salary for a period of 6 weeks, which may include unexpired part of the original notice/redeployment period. Following the expiry of the classification maintenance period referred to above, the employee shall then be paid at the salary level appropriate to the position to which the employee has been redeployed. Employer superannuation contributions shall be maintained at the classification level and fraction that would have been paid if the redeployment had not occurred.

Entitlements

23.4.12 An employee who has not accepted an offer of redeployment or has been retrenched will be entitled to:

- Payment of accrued annual leave,
- Pro-rata long service leave (where minimum service conditions have been met.),

- Any unexpired notice period, and
- Three weeks' pay at the ordinary rate for every 12 months of completed service or pro-rata for part years or fractional service, with a minimum payment of six weeks.

Disputes

23.4.13 The Dispute Resolution Procedure of this Agreement shall be used where requested to review decisions regarding redundancy.

23.5 Return of Property

23.5.1 Upon termination of employment with the Association, the Association may extend to the employee the option of either returning any of the property of the Association (in good repair and order) or purchasing such property from the Association at the current market value.

24. CONSULTATION ON MAJOR CHANGE

Changes to regular rosters or ordinary hours of work

24.1. Where the Association proposes to make changes to a staff member's regular roster or ordinary hours of work the following provisions will apply.

24.2. The Association will consult with the affected staff member(s). Affected staff may be assisted by a staff appointee or union representative throughout the consultation process.

24.3. In consulting with the staff member, the Association will:

- provide all relevant information about the change to the affected staff member, other than information which is subject to legal privilege or is commercial-in-confidence;
- invite affected staff members to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
- give genuine consideration to any view given by the staff member regarding the impact of the change

Managing Change

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

24.5. The provisions of the clause apply to the introduction of major workplace change likely to have a significant effect on a staff members work practices or working conditions. Specifically:

- a. ceasing employment due to redundancy;
- b. elimination or reduction of job opportunities (including changes to job responsibility levels);
- c. restructuring of jobs;
- d. the need to significantly retrain staff;
- e. transfer of employment to another work location outside of the Australian Capital Territory;
- f. major change to the composition, operation or size of the workforce or to the skills required by staff members; and/or
- g. change to hours of operation.

Preliminary consideration of change

24.6. 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.

24.7. When informal discussions lead to the development of a formal change proposal, such discussion should involve all staff likely to be directly affected as soon as practicable.

24.8. The formal change process will not apply where all staff members in a work area who are directly affected by a change proposal have been involved in consideration of the change and those staff members agree with the proposed change or where there are no significant impacts on the staff, such as a change in reporting arrangements. The Association will notify the relevant union where significant change affects a work area.

24.9. If affected staff members or their union or staff appointed representatives advise the Association that they do not agree with the proposed change, then the formal change process will commence.

Formal change proposal

24.10. Where there is a specific change proposal, the Association will issue a consultation paper to directly affected staff members and the relevant union(s).

24.11. The consultation paper will be issued to staff members and the relevant union(s) at or within five days of a meeting arranged for the purpose of consultation on the change proposal. There will be reasonable notice of the meeting for unions to arrange representation and adequate time for the directly affected staff member to organise their participation in this meeting.

24.12. The consultation paper will include, where appropriate:

- the extent and nature of the change proposed;
- reasons and aim for making the change;
- a description of proposed staffing changes;
- timeframe for change; and
- relevant documents which have led to the change; and wherever possible, a range of options for affected staff and the relevant union(s) to consider.

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

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

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

24.15. Following the consultation process, the Association will issue an implementation paper. The implementation paper will include:

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

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

Implementation of change

24.17. At the point of the implementation of any recommendation included in the implementation paper resulting in changes referred to in clause 24.5, any matter regarding the particular employment conditions of the directly affected staff member will be negotiated with that staff member. The staff member may request that the relevant union(s) be a party to those negotiations.

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

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

- fixed term pre-retirement agreement;
- voluntary conversion to part time employment;
- permanent transfer;
- redeployment, or
- voluntary separation, including an early termination in accordance with redundancy provisions (clause 23.4).

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

25 RESOLVING WORKPLACE ISSUES

25.1 Employees and their immediate manager are required to work cooperatively to resolve all workplace issues as far as is practicable at the workplace level by promptly discussing those disagreements in an honest and open way as they arise, in accordance with the Association's Grievance Resolution Policy.

25.2 Issues of poor performance or misconduct will be dealt with by the Association in accordance with procedural fairness, protection of confidentiality, access to representation and assistance (where requested by the employee) and right to review of initial decisions.

26 JOINT CONSULTATIVE COMMITTEE

26.1 A Joint Consultative Committee composed of each Association President and the Editor in Chief, at least one employee representative from each Association and a nominee of each Union covered by the agreement, shall be established to monitor and coordinate the implementation of this agreement and to facilitate consultation between employees and the employers.

26.2 The Committee shall meet as required on the request of any two members of the Committee, but in any event at least once a year and shall operate by consensus. Where consensus cannot be reached between the parties, the dispute settlement procedures shall be utilised.

27 FLEXIBILITY PROVISION

27.1 An employee and the Association may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- the flexibility agreement relates to one or more of the following matters:
 - arrangements about when work is performed;
 - allowances;
 - remuneration; and

the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned above; and

the arrangement is genuinely agreed to by the employer and employee.

27.2 The employer must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the Fair Work Act 2009;

- are not unlawful terms under section 194 of the Fair Work Act 2009; and
- result in the employee being better off overall than the employee would be if no arrangement was made.

27.3 The employer must ensure that the individual flexibility arrangement:

- is in writing;
- includes the name of the employer and employee;
- 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;
- includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms;
 - 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
- states the day on which the arrangement commences.

27.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

27.5 The employer or employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the employer and employee agree in writing - at any time.

28 WORKERS COMPENSATION AND MAKE-UP PAY

28.1 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.

29 BREASTFEEDING

29.1 During the life of this agreement the Associations will support breastfeeding employees through promotion of the Associations' policy and workplace provisions for breastfeeding, including providing information about where to access appropriate facilities.

30 CHILDCARE

30.1 Following consultation with the Association 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.

31 WORK, HEALTH AND SAFETY

31.1 The Associations and their employees recognise their mutual responsibility for:

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

31.2 The Associations will comply with all applicable Commonwealth and Territory legislation.

Schedule A – Classifications and Salaries

Note: Leave Loading component is built into salary base for Student Associations					
Increase		2%	2%	2% *	2% *
	Current	9/07/2020	8/07/2021	First full pay period on or after 1/7/2022	First full pay period on or after 1/7/2023
Level (step)					
ANU02					
step 1	55,056	56,155	57,280	58,426	59,595
step 2	56,309	57,433	58,584	59,756	60,951
step 3	57,457	58,604	59,778	60,974	62,193
ANU03					
step 1	59,558	60,746	61,964	63,203	64,467
step 2	61,561	62,790	64,048	65,329	66,636
step 3	63,560	64,829	66,128	67,451	68,800
step 4	65,687	66,998	68,341	69,708	71,102
ANU04					
step 1	66,062	67,381	68,731	70,106	71,508
step 2	68,190	69,551	70,945	72,364	73,811
step 3	70,341	71,745	73,182	74,646	76,139
step 4	71,473	72,900	74,361	75,848	77,365
ANU05					
step 1	72,939	74,395	75,886	77,404	78,952
step 2	75,066	76,565	78,099	79,661	81,254
step 3	77,322	78,866	80,446	82,055	83,696
step 4	79,569	81,157	82,783	84,439	86,128
ANU06					
step 1	81,949	83,584	85,259	86,964	88,703
step 2	85,698	87,409	89,160	90,943	92,762
ANU07					
step 1	89,830	91,623	93,459	95,328	97,235
step 2	94,330	96,212	98,141	100,104	102,106
ANU08					
step 1	101,083	103,101	105,167	107,270	109,415
step 2	108,090	110,247	112,457	114,706	117,000
SM					
SM1(1)	115,096	117,393	119,746	122,141	124,584
SM1(2)	120,594	123,001	125,466	127,975	130,535
SM2	129,324	131,905	134,549	137,240	139,985
SM3	141,063	143,878	146,762	149,697	152,691
SM4	154,537	157,621	160,780	163,996	167,276
SM5	168,973	172,346	175,799	179,315	182,901
* 2% or a greater % in accordance with Clause 13.1.1, if applicable					

Schedule B – Classification Descriptors

Salary structure

The intent of the Australian National University 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 Australian National University Students Association Certified Agreement 1998-2000 linked salaries to ANU classifications.

All student association (ANUSA, PARSA & ANUSM) staff 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 Association employee, taking into account the skills and responsibilities required to perform that work.

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

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

Primary descriptors

ANUO Level 1

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

ANUO Level 2

Training level or qualifications:	Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience, or completion of Certificates I or II with work related experience, or an equivalent combination of experience and training.
Occupational equivalent:	Administrative assistant, security patrol officer.

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

ANUO Level 3

Training level or qualifications:	Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to: completion of a trades certificate or Certificate III, or completion of Year 12 or a Certificate II, with relevant work experience, or an equivalent combination of relevant experience and/or education/training. Staff members advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.
Occupational equivalent:	Tradesperson, technical assistant/technical trainee, administrative assistant.
Level of supervision:	In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.
Task level:	Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.
Organisational knowledge:	Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgement, independence and problem solving:	Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.
Typical activities:	<p>In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In technical assistant positions:</p> <p>assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments</p> <p>monitor experiments for report to a technical officer assist with the preparation of specimens assist with the feeding and care of animals.</p>
	<p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including:</p> <p>standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics,</p> <p>provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, process accounts for payment.</p>

ANUO Level 4

<p>Training level or qualifications:</p>	<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: assist a technical officer in operating a laboratory, including ordering supplies assist in setting up routine experiments</p> <p>monitor experiments for report to a technical officer assist with the preparation of specimens assist with the feeding and care of animals.</p> <p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including:</p> <p>standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics</p> <p>provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel process accounts for payment.</p>
<p>Occupational equivalent:</p>	<p>Technical officer or technician, administrative above Level 3, advanced tradespersons.</p>
<p>Level of supervision:</p>	<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>
<p>Task level:</p>	<p>May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.</p>
<p>Organisational knowledge:</p>	<p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.</p>
<p>Judgement, independence and problem solving:</p>	<p>In trades positions, extensive diagnostic skills.</p> <p>In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.</p> <p>In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.</p>

<p>Typical activities:</p>	<p>In trades positions: work on complex engineering or interconnected electrical circuits exercise high precision trades skills using various materials and/or specialised techniques.</p> <p>In technical positions:</p> <p>develop new equipment to criteria developed and specified by others</p> <p>under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations demonstrate the use of equipment and prepare reports of a technical nature as directed. In library technician positions: undertake copy cataloguing</p> <p>use a range of bibliographic databases undertake acquisitions respond to reference inquiries. In administrative positions:</p> <p>may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems plan and set up spreadsheets or data base applications</p> <p>be responsible for providing a full range of secretarial services, e.g. in a faculty</p> <p>provide advice to students on enrolment procedures and requirements administer enrolment and course progression records.</p>
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ANUO Level 5

<p>Training level or qualifications:</p>	<p>Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>completion of a degree without subsequent relevant work experience, or</p> <p>completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience, or</p> <p>completion of a diploma qualification and at least 2 years subsequent relevant work experience, or</p> <p>completion of a Certificate IV and extensive relevant work experience, or</p> <p>completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or an equivalent combination of relevant experience and/or education/training.</p>
<p>Occupational equivalent:</p>	<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:	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> <p>develop new equipment to general specifications</p> <p>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</p> <p>under broad direction, set up, monitor and demonstrate standard experiments and equipment use prepare reports of a technical nature.</p> <p>In library technician positions, perform at a higher level than Level 4, including:</p> <p>assist with reader education programs and more complex bibliographic and acquisition services</p> <p>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:</p> <p>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> <p>In professional positions and under professional supervision: work as part of a research team in a support role</p> <p>provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services provide counselling services.</p>

ANUO Level 6

Training level or qualifications:	Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with subsequent relevant experience, or
	extensive experience and specialist expertise or broad knowledge in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical supervisor.
Level of supervision:	In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.
Task level:	Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Staff members would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.
Judgement, independence and problem solving:	Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

Typical activities:	<p>In technical positions: manage a teaching or research laboratory or a field station provide highly specialised technical services</p> <p>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> <p>In administrative positions:</p> <p>provide financial, policy and planning advice</p> <p>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> <p>In professional positions: work as part of a research team</p> <p>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.</p>
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ANUO Level 7

Training level or qualifications:	<p>Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with at least 4 years subsequent relevant experience, or</p> <p>extensive experience and management expertise in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.</p>
Occupational equivalent:	Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.
Level of supervision:	Broad direction. May manage other staff including administrative, technical and/or professional staff.
Task level:	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
Organisational knowledge:	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

Judgement, independence and problem solving:	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
Typical activities:	<p>In a library, combine specialist expertise and responsibilities for managing a library function. In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication.</p> <p>In technical manager positions, the management of teaching and research facilities for a department or school.</p> <p>In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.</p> <p>In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.</p>

ANUO Level 8

Training level or qualifications:	<p>Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>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.</p>
Occupational equivalent:	Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.
Level of supervision:	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.
Task level:	Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Organisational knowledge:	The staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
Typical activities:	<p>Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.</p> <p>Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.</p>

ANUO Level 9 / SM1

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

Typical activities:	Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
	<p>Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.</p> <p>Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.</p>

ANUO Level 10 / SM1

Training level or qualifications:	<p>Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:</p> <p>proven expertise in the management of significant human and material resources; in addition to, in some areas, postgraduate qualifications and extensive relevant experience.</p>
Occupational equivalent:	Senior program, research or administrative manager.
Level of supervision:	Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).
Task level:	<p>Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs.</p> <p>Generate and use a high level of theoretical and applied knowledge.</p>
Organisational knowledge:	<p>Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.</p> <p>Be fully responsible for the achievement of significant organisational objectives and programs.</p>
Judgement, independence and problem solving:	Be fully responsible for the achievement of significant organisational objectives and programs.

Typical activities:	<p>Manage a large functional unit with a diverse or complex set of functions and significant resources.</p> <p>Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.</p>
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Senior Manager (SM) positions

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

Training level or qualifications:	<p>Postgraduate qualifications with relevant experience* and proven expertise in the management of significant human and material resources or an equivalent combination of experience and training.</p> <p>* As a guide, experience in this context and at this level is likely to be at least 8 years.</p>
Level of supervision:	Broad direction. Usually will manage other administrative, technical and/or professional staff.
Task level:	<p>Conceptualise, develop, initiate and review major technical and/or administrative policies at University level.</p> <p>Responsible for management of a complex area of work at a level higher than ANUO 10.</p> <p>Accountable for program performance.</p> <p>Comprehensive knowledge of related programs.</p>
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> <p>Single section, usually only one significant component.</p> <p>Number of staff</p>
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	Usually 5-10, at least one of whom would be above ANUO 6/7 level.
Variety:	Usually at least one professional stream plus support staff and/or at least one major function which is either in a professional field with campus-wide client base or performs a limited number of service functions for a significant portion of the ANU.
Policy:	Drafts policy for the area; devises strategy for achievement of given policy; advises more senior staff on policy which has impact outside their area.
Capacity to Commit:	Resources within budget. Usually own area only.
Impact (influence on the University):	If the impact of decision making or advice offered has a substantial effect outside the staff member's own area, a higher level may be appropriate.

SM3

Scope:	<p>Area managed</p> <p>Administrative structure for a school or an office/branch usually with more than one significant component.</p> <p>Number of staff</p> <p>Usually 5-50, at least one of whom would be above ANUO 8 level.</p>
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:	<p>Formulates policy for the area for approval by senior officer and/or prepares initial drafts of policy which has campus-wide impact.</p> <p>Goals are set by senior officer. Devises strategy for achievement of goals subject to approval by senior officer.</p>
Capacity to Commit:	Resources within budget. Usually own area only.
Impact (influence on the University):	If the impact of decision making or advice offered has a substantial effect outside the staff member's own area, a higher level may be appropriate.

SM4

Scope:	<p>Area managed</p> <p>A major portion of the ANU or a number of faculties or more than one school or more than one office/branch but less than a division. Number of staff</p> <p>Usually 20+, at least one of whom would be above ANUO 9/10 level.</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>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:	<p>Resources within budget.</p> <p>Responsible for additional resources. Capacity to commit to own area only.</p>
Impact (influence on the University):	<p>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.</p>

SM5

Scope:	<p>Area managed</p> <p>Campus-wide client base. Usually controls a division.</p> <p>Number of staff</p> <p>Usually 20+, at least one of whom would be above ANUO 9/10 level.</p> <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:	Determines policy and strategy for own area. May determine University policy with relation to own area of responsibility. May set goals for own area, will be a key player in such goal setting. Will participate in goal setting for ANU, at least in matters relating to own area.
	Key factor in determining level is that SAO4/SM5 staff will report to a Pro Vice-Chancellor or higher.
Capacity to Commit:	May commit ANU on matters within specified limits.
Impact (influence on the University):	If the impact of decision making or advice offered has a major effect on broad University policy outside the staff member's normal area of operation, a higher level may be appropriate.

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 – Managing Underperformance, Misconduct, Probation, and Ill Health Assessment Procedures

1. Where an employee is not able to demonstrate performance or conduct to a satisfactory standard, action will be taken to address the underperformance or misconduct. Such action will occur in a timely manner in accordance with terms of this Schedule.
2. The preferred outcome of any underperformance or misconduct process is that an employee will improve their performance or conduct and continue to contribute to the ongoing success of the Associations.
3. Throughout any process in this schedule an employee:
 - Will be afforded procedural fairness;
 - May seek procedural advice;
 - Has the right to representation; and
 - May seek a review of decision.
4. For any termination under this Schedule, a decision to terminate will not take effect until 7 days after the decision to terminate is made, during which time an employee may access the Dispute Resolution Procedures in Clause 9 of the Agreement.
Note: Clause 9.1.5 requires the preservation of the status quo until those procedures have been exhausted.

Definitions

5. *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:
 - the nature and purpose of the position;
 - its classification; and
 - any representations made by the employee at the time of selection for employment, without the presence of sufficient mitigating factors.
6. *Improvement plan*: a written agreement with a defined timeframe which details the specific improvements required and, if necessary, the additional guidance, assistance and training which would reasonably enable an employee to meet appropriate performance standards.
7. *Disciplinary action*: means formal counselling; written warnings; withholding increments; demotion from an increment point within a classification level; demotion to a lower classification; other action as recommended; or termination of employment.
8. *Authorised Person*: means the person authorised by the relevant Association.

Principles

9. The Associations will endeavour to assist employees to perform to a high standard through the setting of performance objectives against Association goals, regular feedback, and the provision of development opportunities.
10. The Association's conduct expectations are specified in the Association's Code of Conduct and

associated policies.

11. The Associations will ensure that the steps defined within this policy are adhered to prior to any decision being made to discipline or terminate the employment of an employee for unsatisfactory performance.
12. An employee may seek assistance from a union or employee representative and may seek procedural advice, at any time during the processes defined within this policy.
13. The principles of procedural fairness and natural justice will be applied to all unsatisfactory performance processes.
14. All employees involved in making decisions in relation to disciplinary action or grievance processes have a duty to ensure that they are not affected by favouritism, bias or conflict of interest, and they must act fairly and impartially.
15. Assessments about unsatisfactory performance and any verbal or written improvement plans will have regard to the employee's career and performance development agreement and the relevant classification standards and secondary descriptors for the position.
16. Where the reasons for unsatisfactory performance do not relate to the employee's competency and commitment to meet the performance standards (for example, ill health) the matter may not be dealt with as underperformance.

Procedure

17. Where a supervisor has concerns about the performance of an employee the supervisor will meet with the employee as soon as reasonably practicable to discuss these concerns and establish a reasonable period of review. This will, where necessary, include:
 - the specific deficiencies in the employee's performance;
 - appropriate development assistance required to address the issue/s;
 - the specific corrective action required;
 - the performance standards required; and
 - a reasonable timeframe in which to address the issue/s.
18. Where the employee has addressed the performance concerns within the identified timeframe, the action will cease.
19. Following the completion of a reasonable review period, if there is little or no improvement in the performance of the employee, the supervisor will work with the employee to establish an Improvement Plan and timeline to assist the employee to achieve the performance standards.
20. The Improvement plan will specify:
 - the required performance, including performance standards;
 - a clearly defined statement of the problem or performance concerns;
 - the actions to be taken by both the employee and the supervisor to correct the problem; and
 - the timeframe over which the employee's performance will be closely monitored. The timeframe will not normally be less than one month but may be up to 12 months in positions where it is unreasonable to have a lesser period. Where the timeframe cannot be agreed between the employee and the supervisor, the supervisor's supervisor will assess the

- circumstances and determine a reasonable timeframe;
 - where relevant, include the employee's commitment to a program of training and/or counselling and the supervisor's commitment to provide, or release the employee to attend, such training and/or counselling; and
 - a statement that any deliberate breach of any of the requirements of the Improvement Agreement may lead to an initiation of disciplinary action.
21. At the end of the review period outlined above, the supervisor shall advise the employee in writing that either:
- the issues are resolved, that no further action is required, and any deferred increments will be paid from the date that the performance is deemed satisfactory;
 - a further period of review is required, specifying the new review period; or
 - that the performance is assessed as unsatisfactory performance and that proportionate disciplinary action is warranted, in which case a report will be prepared for/by the Authorised Person which will include the aspects of performance or conduct seen as unsatisfactory and the record of the attempts to remedy the problem and any issues in mitigation of which they are aware.
22. The Authorised Person shall provide the employee with a copy of the report. The employee shall then be entitled to a reasonable opportunity, of no less than 5 working days, to submit a written report to the Authorised Person.
23. After considering the employee's response, the Authorised Person will then decide to:
- Take no action;
 - Where the Authorised Person is of the view that procedural fairness has not been afforded to the employee by a supervisor, refer the matter back to the supervisor with a direction to revisit any of the steps defined above; or
 - Take proportionate disciplinary action, in which case Authorised Person/ shall set out in writing and provide the employee a statement as to what material has been considered; what acts, omissions, or failings constitute the unsatisfactory performance; and any relevant conclusions upon which the findings are based.

Misconduct

24. "Misconduct" shall mean conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.
25. "Serious Misconduct" shall mean:
- Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties or to the work of the Association.
 - Serious dereliction of the duties required of the employee's office.
 - Conviction by a court of an offence which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties or to the work of the Association.
26. "Disciplinary Action" means action by an Association to discipline an employee. In the case of unsatisfactory performance and serious misconduct, disciplinary action shall be limited to (a) to (e) below. In the case of misconduct, disciplinary action shall be limited to (a) to (d) below:
- a) Formal censure or counselling (which may include a formal warning);
 - b) Demotion by one classification level or one or more increments;

- c) Withholding of an increment (which is not subject to the limitation in Clause 12.1.6);
- d) Suspension with or without pay;
- e) Dismissal.

27. These procedures below apply only to fixed-term and continuing employees who are not on probation.

28. If,

- in the case of concern over an employee's work performance, the unsatisfactory nature of performance has been brought to the attention of the employee and any support period previously agreed upon has been completed and where fair and reasonable opportunities have been given to remedy the substantive concerns of the employer, a decision is made by the Authorised Person to dismiss or discipline an employee; or,
- in the case of unsatisfactory performance or serious misconduct, allegations are made by the Association and a decision is made by the Authorised Person to dismiss or discipline an employee; or,
- in the case of misconduct, allegations are made by the Association and a decision is made by the Authorised Person to discipline an employee;

the employee shall be provided in writing with:

- a statement of the disciplinary action to be imposed; and,
- details of any allegations and the reasons for dismissal or disciplinary action; and
- the date of effect of any disciplinary action or advice of any notice period to be given prior to implementation of the disciplinary action (as determined by the Authorised Person according to the circumstances).

29. In the case of dismissal, the minimum requirements for periods of notice (or payment in lieu of notice at the discretion of the Authorised Person) are set out below.

30. Notwithstanding any notice of intention to resign, the employee shall have the right to resign with immediate effect, in writing, within one week of the notice of dismissal. In addition to any other entitlements payable on termination by resignation under this Agreement, the Authorised Person may approve a severance payment of up to four (4) weeks' pay. A resignation shall in no way be construed as an admission of guilt, nor receipt of a severance payment as exoneration.

31. If within one week of the notice, no notice of resignation received with a date of effect acceptable to the Authorised Person, then the dismissal or other disciplinary action shall stand and be effective forthwith. In the case of dismissal the person shall then receive payment for the remainder of the formal period of notice previously notified by the Authorised Person, in addition to any other entitlements payable on termination under this Agreement in the circumstances of dismissal.

Entitlements on dismissal

32. In the case of dismissal, the minimum requirements for periods of notice (or payment on lieu of notice) are:

Employee's period of continuous service with the employer	Minimum period of notice
Not more than 1 year	At least one week*
1 year of more, but less than 3 years	At least 2 weeks*

3 years or more, but less than 5 years	At least 3 weeks*
5 years or more	At least 4 weeks*

*If the employee has completed at least 2 years of continuous service with the Association and is over 45 years old the minimum notice period is increased by one week.

Payment in lieu of notice

33. Payment in lieu of the notice period, or in lieu of the un-worked portion of a notice period, will be made if:
- an employee has been provided with less notice than the applicable notice period required;
 - the employee requests payment in lieu of the notice and the Authorised Person approves the payment in lieu of notice; or
 - the Authorised Person decides that the employee is not required to work-out the notice period.

Probation

34. Where the supervisor of an employee is concerned about the performance or conduct of a probationer the supervisor will in his or her report to the Authorised Person recommend they meet with the employee as soon as is reasonably practicable to discuss these concerns. During any discussions the Authorised Person will advise the probationer, where relevant:
- 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);
 - that the probationer's performance, conduct and suitability will be closely monitored during a "review period" and outline the timeframe for the review period;
 - of the expectations for improving in accordance with the performance standards; and
 - that if the performance standards are not met the probationer's employment may be terminated (annulled).
35. During any review period the supervisor will work with the probationer on an improvement plan and timeline to assist the probationer to achieve the performance standards within the remaining probationary period. In setting the performance standards consideration will be given to:
- the appropriate standards for the Association work levels; and
 - the expectations of a new employee to the Association.
36. Following the completion of any review period as outlined above, the supervisor should assess whether the probationer's performance, conduct or suitability remains unsatisfactory based on a reasonable assessment of:
- The probationer's performance against the performance standards; and
 - any extenuating circumstances that may have impacted on the probationer's performance.
37. Where the concerns are serious in nature, the Authorised Person may forgo the review period above and commence discussions as outlined below.

Action to Annul Employment or Extend Probation

38. Where the probationer's performance is unsatisfactory following the review period, the supervisor (if not the Authorised Person) must, at least 10 working days prior to the end of the probationary period, recommend to the Authorised Person that either the employment be annulled or the probation period be extended up to the maximum period for the employment type. If the Authorised Person is the supervisor, then they may so propose. In any of these circumstances, the probationer will be given a reasonable opportunity to seek further advice and respond to the supervisor's recommendation or the Authorised Person's proposal, as applicable.
39. Following consideration of the supervisor's recommendation (if any) and any response given by the probationer, the Authorised Person may decide to either:
 - take no further action;
 - confirm the appointment
 - refer the matter back to the supervisor to ensure that all the steps above have been complied with in substance and in a manner appropriate to the circumstances;
 - 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
 - annul the appointment.
40. The Authorised Person shall, in the event of a recommendation or decision to annul the appointment and terminate the probationer's services, provide two weeks of notice of termination from the date of the decision and/or payment in lieu thereof.

Ill health assessment

41. Before the Association commences action related to the following provisions it will first consider providing reasonable workplace adjustments to employee who have a disability or medical condition affecting their ability to undertake the inherent requirements of the position.
42. 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 the Association to undergo a medical examination. The Association will arrange and pay for a medical examination and advise the employee member of the details of the appointment for the employee member to attend. The Association will provide reasonable notice to allow the employee member to make any necessary personal arrangements to be able to attend the examination. Unless there is well founded concern regarding immediate harm as a result of the illness to the employee or others, the notice period will normally be no less than 4 weeks. Any request by an employee for a postponement of the medical appointment will not be unreasonably refused by the Association.
43. 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.
44. A copy of the medical practitioner's report will be provided to the delegate and the employee.
45. Where the medical report states that the employee is unable to perform his or her duties, and is unlikely to be able to perform them and/or resume them within 12 months:
 - the Association will first consider reasonable workplace adjustment before it takes any action.

- if reasonable workplace adjustment is not possible the Association may take action it considers reasonable under the circumstances.
 - if the Association decides to terminate the employment of the employee member, it will do so by providing the employee member with 6 months' notice in writing.
 - the employee may seek review of the termination decision.
 - the employee may submit a resignation before the Association terminates his or her employment, provided the last day of duty is within a reasonable period.
46. Within 3 months of written notification to do so, where an employee refuses to undergo a medical examination:
- The Association 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
 - The Association may terminate employment of the employee, it will do so by providing the employee will six (6) months' notice in writing; and
 - this will not constitute misconduct.

Superannuation applications

47. At any time during the ill health assessment processes 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.
48. Pending the superannuation funds decision, and subject to the provision of medical certificates, the employee member may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.
49. Where the superannuation fund approves a temporary incapacity benefit, the Association will give effect to the superannuation funds instructions for payment.
50. If, following a period of temporary incapacity benefit payments, the superannuation fund decides that the employee member is capable of resuming work, the Association may dispute the decision and proceed with the medical examination provided for above.

Signatories to the Agreement

Signatures


Australian National University Students Association Inc.

Position: ANUSA Vice President

Name: Madhumitha Janagaraja

Address: Level 2, Di Riddell Centre, 154 University Avenue

~~Mitha~~

In the presence of: Aveline Yang 

Date: 11/12/19


Post Graduate and Research Students Association Inc.

Position: PARSA Operations Manager

Name: Ayla Anorley



Address: Level 2, Di Riddell Centre, 154 University Ave

In the presence of: Robyn D Elliott 


Date: 11/12/2019

Bargaining Representatives

Bargaining Representatives

Position: ANUSA BARGAINING REP

Name: KATE MELHUISE

Address: Level 2, Di Riddell Student Centre
154 University Avenue, Canberra, ANU, ACTON 2601


In the presence of:

Date: 11/12/19

Position: CLUBS ADMINISTRATIVE ASSISTANT

Name: AVELINE YANG

Address: Level 2, Di Riddell Student Centre
154 University Avenue, Canberra, ANU. ACTON 2601

