

The Varied Australian National University

Enterprise Agreement

2005 - 2009

Body of the agreement (containing most provisions, leave
and benefit arrangements)

The Varied Australian National University Enterprise Agreement 2005 - 2009

1 Title

This Agreement is a Union Collective Agreement and will be known as *The Varied Australian National University Enterprise Agreement 2005 – 2009*.

2 Arrangement

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3 Objectives of Agreement

3.1 This Agreement is designed to assist the University to achieve the goals of the University Strategic Plan: *ANU by 2010*.

3.2 As part of achieving its goals the University makes the following commitments:

Through the relentless pursuit of excellence, The Australian National University will remain one of the world's top universities. To achieve this goal the University will work cooperatively with its staff. Development or modification of University policies will involve consultation with the University community according to the Policy on Policies.

The University recognises that its greatest assets are its staff and students, and that its capacity to support, develop and provide critique of Australian society will be greatest when intellectual freedom is exercised in a manner consistent with a responsible search for knowledge and its dissemination. The University will maintain a policy on Intellectual Property, which, among other things, recognises the moral and economic rights of staff and students.

The University will work towards an environment that is:

- supportive, nurturing, challenging, and motivating for staff and students;
- exemplary in its encouragement of excellence, equity and tolerance and the creation of a constructively analytical culture;
- free from bullying and as safe and secure as is reasonably practicable; and
- which encourages a genuinely collegial University, within which problems are shared and worked on collectively, and also within which staff members are encouraged to comment on the University's operations.

3.3 The University's highest educational priority is to develop the individual talents of its students through the quality of the learning experience provided. In an endeavour to establish a distinctive model of education based on self-directed learning the parties agree to participate in a review of existing education practices in order to improve the ANU student experience through a range of possible changes such as:

- enhanced semester and timetabling flexibility;
- alternate semester structures including the feasibility of a trimester system and/or an extended mid-year semester break to facilitate overseas student and staff exchanges and collaborations;
- greater web-based education approaches such as on-line provision of lecture notes and other material;
- changes to teaching and student contact such as reduced lectures and more small group contact; and
- introduction of a compulsory induction model on the principles of university teaching for all academic staff new to teaching.

3.4 The managing change provisions of this Agreement will be used when implementing any initiatives developed under this review.

4 Operation of Agreement

4.1 This Agreement will come into force on the date of certification in the Australian Industrial Relations Commission and will operate until 30 June 2009.

5 Application

5.1 The parties to this Agreement are:

- The Australian National University (the University);
- the Australian Liquor, Hospitality & Miscellaneous Workers Union (the LHMU);
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (the AMWU);
- the Health Services Union of Australia (the HSUA); and
- the National Tertiary Education Industry Union (the NTEU).

5.2 This Agreement applies to any person employed by the University at any time when the Agreement is in operation, except for any person employed under the Entertainment and Broadcasting - Live Theatre and Concert Award 1998 or the Entertainment and Broadcasting Industry - Theatre Manager's - Live Theatre Award 1998.

6 Closed and comprehensive Agreement

6.1 This Agreement encompasses and deals with all matters provided for herein during its operation. The parties to this Agreement agree that there will be no further claims during the operation of this Agreement for its nominal life except where permitted by the Agreement.

6.2 This Agreement varies and extends the existing Varied Australian National University Enterprise Agreement 2005-2008 and supersedes and replaces in its entirety any previous certified agreement covering employment with the University.

6.3 This Agreement operates to the exclusion of and wholly replaces any award (existing or future) of the Australian Industrial Relations Commission or its successor, and any industrial agreement, which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement. In particular, the Agreement displaces the following awards, and any successor awards, as varied from time to time:

- Australian National University Employees (General Conditions of Employment) Award 1980;
- Australian National University Staff (Specific Conditions and Salaries) Award 2004;
- Australian National University Maintenance Staff (Specific Conditions and Salaries) Award 2004;
- Australian National University Engine Drivers, etc. (Specific Conditions and Salaries) Award 1981;
- A.N.U. Administrative, Managerial and Executive Staff (Specific Conditions & Salaries) Award 2004;
- AMWU – A.N.U. Printing Staff (Specific Conditions and Salaries) Award 2004;
- AMWU – A.N.U. Technical Staff (Specific Conditions and Salaries) Award 2004;
- AWU – A.N.U. Gardeners etc (Specific Conditions and Salaries) Award 2003;
- Higher Education Academic Staff Core Conditions of Employment Award 2005;
- Higher Education Academic Salaries Award 2002;
- Higher Education Contract of Employment Award 1998;
- Higher Education General Staff Salaries and Classifications Award 2002;
- Higher Education General and Salaried Staff (Interim) Award 1989 (HEGSS);
- LHMU – A.N.U. Hospitality (Specific Conditions and Salaries) Award 2004

- LHMU – A.N.U. Cleaners, Security Officers, Etc. (Specific Conditions and Salaries) Award 2004;
- National Training Wage Award 2000;
- Teachers (English Language Centres of Australian Universities) Conditions of Employment Award 1998;
- Tertiary Education Superannuation Scheme — Superannuation Award 1988;
- Transport Workers – A.N.U. (Specific Conditions and Salaries) Award 1982;
- Universities and Post Compulsory Academic Conditions Award 1999.

7 Freedom of association

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

8 Anti-discrimination

- 8.1 It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, membership or non-membership of an association or organisation of employers or employees, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, every endeavour will be made to ensure that nothing in the operation of this Agreement is directly or indirectly discriminatory in its effect.
- 8.3 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under any relevant anti-discrimination legislation;
 - (b) or limit a party to this Agreement pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
 - (c) the exemption in s222 of the Workplace Relations Act 1996

9 Academic freedom and protected disclosure

- 9.1 The University supports and upholds the concept and practice of academic freedom in accordance with the University Code of Conduct policy (dated 7 April 2000). Further, the University supports all staff engaging in active and frank internal debate and consultation, and the right of its staff to freely participate in such debate.
- 9.2 In addition, the University supports the ability of all staff to raise matters relating to alleged corrupt conduct or maladministration in accordance with the ANU Protected Disclosures policy (dated 1 February 2003).

10 Indigenous employment

- 10.1 The parties are committed to implementing the University's Indigenous Employment strategy consistent with the operational needs of the University. The objectives of that strategy are to:

- maximise staff development along with the transfer of job skills and information in order to increase Aboriginal and Torres Strait Islander staff knowledge, independence, remuneration, job security and self-sufficiency;
- encourage and foster the employment and participation of Aboriginal and Torres Strait Islander people at all levels of work activity within the University;
- facilitate and encourage the direct involvement of Aboriginal and Torres Strait Islander staff in determining career strategies, goals and objectives; and
- achieve, by 31 December 2012, an employment target of 2.2 percent of the ANU workforce of staff who identify as Aboriginal and Torres Strait Islander.

10.2 In pursuing these objectives, and in employment matters generally, the parties will:

- respect and consider the cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander people;
- support participation of Aboriginal and Torres Strait Islander staff in activities of a cultural or ceremonial nature, recognising that the provision of paid leave for such purposes has a direct impact on the effectiveness of Aboriginal and Torres Strait Islander people as employees and is therefore of direct benefit to the University; and
- recognise that the general working environment requires the redress of past social injustice, exploitation and Indigenous employment inequities; and
- during the life of this Agreement, establish an advisory network, which may include representatives of the ACT Aboriginal and Torres Strait Islander communities and University staff members, including those with human resources expertise, facilitate regular meetings of this advisory network, and make regular progress reports regarding the establishment of this advisory network. The network will:
 - (a) advise the Vice-Chancellor or his/her representative on Indigenous employment policy;
 - (b) provide advice and ongoing support to the Director – Human Resources or delegate in relation to the objectives provided for in this clause; and
 - (c) assist the University in the development of Indigenous employment initiatives.

11 Environmental sustainability

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

11.2 Specifically, the parties agree to the following:

- maintain an Environmental Management Plan with specific targets for the reduction of greenhouse emissions, water conservation, and management of recycling, biodiversity and environmental risk;
- maintain the Environmental Management Planning Committee, with representation from all segments of the community, including academic and general staff, a union nominee, students and ex officio members nominated by the University. The Committee will provide appropriate advice on environmental matters to University management as well as monitoring progress against targets set in the Environmental Management Plan;
- the Committee will prepare an annual report detailing performance against environmental targets to be forwarded to the Vice Chancellor and published for public information.

- 11.3 The parties also agree to work together to ensure the effectiveness of specific programs for improving the environmental efficiency of campus academic and administrative activities. To facilitate this outcome, the University will:
- develop and support locally based programs designed at improving individual and departmental environmental behaviour (for example, Green office, Green IT or Green laboratory programs);
 - establish formal development programs to improve staff understanding of campus environmental issues;
 - construct buildings and campus infrastructure consistent with ecologically sustainable design principles;
 - develop strategies for sustainable travel to/from and around campus; and
 - develop landscape strategies to reduce water consumption, while maintaining the campus grounds as a facility for use by the campus community.
- 11.4 Where practical to do so, savings generated by environmental efficiency will be invested in programs to improve the campus environmental operations and build ecological literacy.

Part Two – Appointments

Types of Appointments

12 Appointments – general statement

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

- continuing employment - [clause 13](#);
- part-time employment – [clause 14](#);
- senior management appointments – [clause 15](#);
- Graduate Recruitment and Development Program – [clause 16](#);
- continuing (contingent funded) employment – [clause 17](#);
- fixed term employment – [clause 18](#); and
- casual employment – [clauses 19, 20](#) and [21](#)

12.2 Nothing in this Agreement limits the number or proportion of employees that the University may employ in a particular type of employment.

13 Continuing employment

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

14 Part time employment

14.1 Part time employment may be continuing, continuing (contingent funded) or fixed term.

14.2 A staff member employed part time is entitled to the same employment conditions, calculated on a pro rata basis, as an equivalent full time employee.

14.3 A part time general staff member will either:

- (a) work a regular pattern of hours which totals less than the full time hours in a pay period; or
- (b) have a regular pattern of employment which, over a specified period is equivalent to an agreed number of part time hours in a pay period, for which the staff member will be paid accordingly; or involves agreed periods of attendance on full pay and periods of stand-down without pay.

15 Senior management appointments

15.1 Senior management appointment means employment in a senior management position excluded from certain conditions contained in this Agreement as listed in [clause 15.3](#). A staff member appointed to a senior management position will have a performance-based employment contract and be employed in one of the positions in [clause 15.2](#).

15.2 For the purposes of this Agreement, “senior management position” means one of the following positions howsoever titled, retitled or restructured from time to time:

- the Deputy Vice-Chancellor, Pro Vice-Chancellor, Pro Vice-Chancellor (Research), Pro Vice-Chancellor (Education), and any other appointee to the senior management of the University as determined by Council from time to time;
- a director of an ANU College or other body of the University as determined by Council from time to time;
- a head of a Research School, Faculty, School of Art or School of Music;

- a head of a Centre determined by the Council to be a University Centre;
- a head of a Hall of Residence;
- a head of an administrative division or cognate area of the University; any administrative unit, academic support unit or teaching and/or research centre which, during the life of this Agreement, is determined by Council to be of equivalent seniority to the specified positions;

who at the date of entry into the employment agreement with the University receives a salary package (excluding superannuation) of not less than \$125,000 (general staff) or \$145,000 (academic staff).

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

- 15.3 Clauses [28](#) (Probation), [29](#) (Salaries), [30](#) (Incremental salary progression), [39](#) (Hours of work), [65](#) (Managing change), [66](#) (Redundancy), [67](#) (Managing underperformance), [68](#) (Managing misconduct, serious misconduct, suspension and disciplinary action), [71](#) (Review of decisions), [74](#) (Ceasing employment and general notice periods), [74.8](#) (Expiry of fixed term employment), [77](#) (Severance pay), and [S4.2](#) (General staff allowances) of this Agreement will not apply to a staff member entering into an employment contract after 13 October 2000 for employment in a senior management position as defined above.
- 15.4 The University and the senior manager will be bound in regard to the matters contained in those clauses by the provisions of the contract between them.
- 15.5 Where the contract of a senior manager provides the right of reversion to a substantive position within the University, all the provisions of this Agreement will apply on reversion.
- 16 Graduate Recruitment and Development Program (GRDP)**
- 16.1 The University may offer employment to higher education institution graduates under its Graduate Recruitment and Development Program (GRDP), with an initial 12-month structured induction, training and development program including rotation to different work areas within the University or Division. Following successful completion of this 12-month program, employment will be confirmed at the ANU Officer 5 step 3 salary level. Thereafter, the staff member will be eligible for salary progression in accordance with [clause 30](#) (Incremental salary progression).
- 17 Continuing (Contingent Funded) employment**
- 17.1 A fixed term staff member appointed to a position funded by contingent funding for a period of 12 months or more, and who is to be appointed to their second consecutive contract, shall be employed on a continuing (contingent funded) contract of employment in accordance with this provision.
- 17.2 'Contingent funding' is limited term funding provided from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 17.3 Notwithstanding the above, a fixed term staff member may be appointed, at the discretion of the Dean of a College, to continuing (contingent funded) employment using internal funds, where:
- the use of internal funding is for a limited period; and
 - the area has a reasonable expectation that alternative contingent funding or a continuing appointment will become available; and
 - the alternative would be the separation of the staff member from their position with the University.

17.4 The following provisions do not apply to staff on continuing (contingent funded) employment:

- where funding for continuation of a continuing (contingent funded) position ceases, the consultation provisions of [clause 65](#) (Managing change) in respect to the contingent position that staff member occupies;
- [clause 74](#) (general notice periods) or [clause 66](#) (Redundancy) including payments that apply to staff employed on a continuing contract of employment;
- staff employed on fixed term employment or employment schemes as specified elsewhere under this Agreement.

17.5 Where the funding that supports a staff member's continuing (contingent funded) employment ceases:

- (a) the University may transfer the staff member to another equivalent position;
- (b) if, during the notice period in [clause 75](#) (Continuing (contingent funded) appointments - notice periods and severance), the contingent funding for the position is renewed, the notice period ceases to apply and employment continues;
- (c) if an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter unpaid leave to retain the employment relationship until a decision on the contingent funding is made. By agreement, payment of leave may be delayed for nine weeks to facilitate continuation of service. When payment of leave is made, leave balances will be reduced accordingly. Payment of severance may be delayed for nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.
- (d) at the end of the notice period (and any such approved leave in accordance with the above), the employment relationship will cease and the severance payment in [clause 77](#) (Severance pay) will be made to the staff member.

17.6 It is not the intention of this clause that the conditions of employment of a staff member be worse than had they been employed on a fixed term position subject to contingent funding. That is, a staff member employed or converted to continuing (contingent funding) employment would normally be engaged for the term of the funding supporting the position. Accordingly, the University shall not terminate the employment of a staff member on a continuing (contingent funded) basis unless:

- (a) the contingent funding that supports the position ceases or is insufficient; or
- (b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable them to complete the requirements of the position; or
- (c) termination is under the probation or disciplinary provisions of this Agreement.

17.7 If a staff member's employment is terminated under (a) and (b) above, and the staff member is eligible under this Agreement, the staff member will be provided notice and severance payments under [clause 74](#) (general notice periods) and [clause 77.1](#) (Severance pay).

18 Fixed term employment

18.1 'Fixed term employment' means employment for a specified term where the employment contract specifies the start and finish dates of that employment. Where a fixed term

appointment is made for a specific task or project, the contract may, in lieu of a finishing date, specify the circumstance(s) that results in employment ceasing.

18.2 The use of fixed-term employment is limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:

- (a) specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it also includes a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- (b) research work by a staff member engaged on research intensive functions for:
 - i. a general staff contract period not less than 3 months and normally not more than 3 years except where funding is directly attached to external grants secured for up to 6 years; and
 - ii. an academic staff contract period not exceeding 5 years.
- (c) new organisational arrangement where a general staff member is employed for up to 12 months until the practicality of permanently filling the position is known dependent on the continuing operation of the area.
- (d) Employment schemes – [clause 18.3](#)
- (e) Research Academic Staff Career Employment – [clause 18.4](#)

Employment schemes

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

- (a) 'Replacement Employee Scheme' is a scheme which allows for employment of a staff member to undertake the work of another staff member absent on leave or temporary transfer, or perform the duties of a vacant position where recruitment action has commenced, or perform the duties of a position where the substantive occupant is performing higher duties in a vacant position for which recruitment action has commenced.
- (b) 'Professional Practice Scheme' is a scheme where a curriculum in professional or vocational education requires that work be undertaken by a person who has practical or commercial experience. Employment periods on this scheme will not total more than 2 years.
- (c) 'Career Entry Development Scheme' means employment of new staff members who may or may not have completed Year 12, or tertiary studies, and the University considers it appropriate to enter into arrangements concerning their studies while they earn a salary and develop on-the-job skills.
- (d) 'Student Internships Scheme' is a scheme to provide career development opportunities for university students. Employment will be offered on a general staff fixed term basis within the ANU Officer 3 salary level.
- (e) 'Student Employment Scheme' is a scheme where a student is employed to perform work generally related to their course, for the period of their course, including any short period thereafter.

- (f) 'Apprenticeship Scheme' is a scheme where a person is employed as an apprentice for a time to complete disciplines to obtain recognition in their chosen trade/vocation.
- (g) 'Trainee Technical Officer Scheme' is a scheme where a staff member is employed for a specified period to complete a prescribed course of study. The traineeship may be extended by agreement between the University and the trainee due to illness or where there is the need for additional time to complete the relevant course/s.
- (h) 'Trainee Scheme' is a scheme where a staff member is employed for a fixed term to complete an approved training course or training program. A trainee will be employed subject to an agreement made between the University and the trainee and registered with the relevant State or Territory Training Authority.
- (i) 'Pre-Retirement Scheme' is where a staff member declares his or her intention to retire, and enters into a contract with a cessation date on or around their stated retirement date.
- (j) 'Rehabilitation Scheme' is a scheme to assist in rehabilitation of fixed term staff members who have suffered a work related injury.

Research Academic Staff Career Employment

18.4 Research Academic Staff Career Employment (RASCE) means academic employment at Levels A, B, or C, predominantly for research and subject to the following:

- (a) the employment of academic staff under RASCE will be for an initial period of 7 years, with the option of renewal or conversion at the end of the initial employment agreement if the criteria set out below are met.
- (b) during the first year of employment, the academic staff member will be engaged almost entirely on research activities (other than teaching on an occasional basis). For the remaining 6 years, the contact teaching load will not exceed an average of 40% of that which would apply to a comparable continuing teaching-and-research position for the same classification, academic area and fraction.

18.5 Six months prior to the end of the 7-year period of employment, the University will decide either to:

- (a) terminate the employment (in which case the staff member will receive a severance payment applicable to fixed term staff); or
- (b) convert the employment to a continuing appointment; or
- (c) to engage the staff member for a further 7-year appointment under the same terms as the initial employment;
- (d) where relevant provide notice of termination for the employment to end at a later date than the end of the initial 7-year period, to complete a research project on which the staff member is currently employed.

18.6 In making this decision, the University will have regard to the security of funding of the relevant academic area or activities in relation to the mix of continuing, RASCE and fixed term employment, the performance of the staff member, as well as other relevant factors. The University will not unreasonably refuse a request for conversion to continuing employment or for a further 7-year period, to which all of the above conditions apply. A staff member will not be engaged on more than two such fixed term periods of employment.

- 18.7 A staff member on a RASCE will have the same conditions of employment as a staff member with continuing employment, except for termination on the grounds for redundancy or unless otherwise specified above.

Options at expiry of fixed term appointment

- 18.8 A fixed term staff member will be offered further work if available in the relevant position except if employed under an employment scheme, provided that:

- there is funding security for the position;
- the staff member had had satisfactory performance; and
- the staff member was initially employed after a normal competitive selection process for the relevant type of position.

- 18.9 A staff member with more than 12 months continuous service may apply for conversion to a continuing appointment not less than 3 months prior to the fixed term contract expiring subject to:

- the staff member has had satisfactory performance
- further work is available in the relevant position;
- there is funding security for the position;
- the staff member was initially employed after a normal competitive selection process for the relevant type of position; and
- the field of applicants attracted when the position was initially advertised.

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

- 18.10 The above does not prevent the Director - Human Resources making an offer of further employment at his or her discretion. Where this further employment is fixed term, this does not prevent the staff member being considered eligible for conversion or for severance payments.

- 18.11 Where a general staff member has been employed under clause 18.2 (b) (i) above, the appointment can be extended only once for a period not exceeding 12 months except where the continuation of identifiable external funding is subject to milestone reviews. Except for extensions due to milestone reviews, where the duties of the fixed term position continue unchanged or substantially unchanged, any further appointment to the position will be a continuing appointment.

19 Casual employment

- 19.1 The University acknowledges the contribution that casual general staff and sessional academic staff make to the success of the University.

- 19.2 Where practical, casual and sessional staff will be provided with reasonable access, commensurate with available resources, to University facilities to enable them to perform University work. These include access to the library, email and internet, a working space, and out-of-hours access to the office as appropriate.

- 19.3 The University agrees to work with nominated union and staff representatives to develop guidelines on sessional staff rates to assist in achieving a more consistent approach to the application of sessional staff salary rates across the University.

- 19.4 The University supports assisting suitability qualified casual and sessional staff to obtain either part-time or fulltime employment within the University where suitable vacancies arise. Existing casual and sessional staff employed at the time of advertisement of a vacancy in the

University will be eligible to apply for such vacancies. Due consideration of the contribution and experience of suitably qualified casual and sessional staff will be given by selection panels when assessing applications for such ongoing fulltime and part time positions.

- 19.5 A casual appointment is one where the employee is not appointed on an ongoing basis and is normally required to work an irregular pattern of hours on an intermittent or irregular basis.
- 19.6 An essential feature of casual appointments is that there is no expectation of continuity of employment and the appointment may be terminated in accordance with [clause 74.6](#) (General notice period).
- 19.7 A casual staff member will be paid a casual loading of 25% in lieu of all paid leave entitlements, including long service leave.

20 Employment conditions for sessional academic staff

- 20.1 The University supports the reasonable inclusion of academic and sessional staff in the relevant activities of the University in terms of attending staff meetings and other related academic activities. If attendance at staff meetings and other related academic activities is required the staff member will be paid the hourly rate specified in [S3.2.12](#) (Other required Academic activity) for such attendance.
- 20.2 Casual academic staff employed for lecturing, demonstrating and tutoring will:
 - not be responsible for the engagement of other staff;
 - not be required to engage in research duties (for the purpose of this clause preparation for teaching and course/subject development is not regarded as research);
 - only be involved in administration to the extent that is necessary to support their primary teaching related function;
 - not be responsible for the supervision of other staff;
 - not have sole academic or decision making responsibility for the development of an on-line teaching and learning course; and
 - be paid at the rates specified in [Schedule 3.2](#) (Sessional academic staff salary rates) of this Agreement, which include the loading specified in [clause 19.7](#).
- 20.3 A casual/sessional academic staff member will not normally be engaged by the University for lectures, tutorials or demonstrations for 60% or more of the time of teaching contact hours expected of a full time staff member of similar designation within the academic organisational unit.

21 Employment conditions for casual general staff

- 21.1 A casual, general staff member may be appointed where the work involves an irregular pattern of hours or is on an intermittent or irregular basis.
- 21.2 A casual general staff member may be appointed where the work involves a regular pattern of hours or is on a regular basis where:
 - (a) the appointment is to replace a continuing, continuing (contingent funded) or fixed term staff member who is absent from work, in which case the duration of the appointment must not exceed the period of such absence; or
 - (b) the appointment is to fill a vacancy during a selection process; or
 - (c) the duration of the appointment is for less than 6 months; or
 - (d) the number of regular hours per fortnight is less than 14.
- 21.3 The minimum engagement for a casual, general staff member is 3 hours except as follows:

Type of staff member	Minimum
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	engagement per day
Simulated patient staff	3.5 hours
Child care workers,	2.5 Hours
Hospitality, cleaners, actors, aged and disability care workers	2 Hours
Security officers, building/maintenance workers, tradespersons (other than electricians) grounds/garden workers, pastoral and farm workers	1 Hour
Scribes/note takers, attendants/employees in residential colleges or Halls of Residence	
Nurses, nurse educators, nurse managers or nursing consultants	
A staff member who has another primary occupation with another employer or the University	

- 21.4 A staff member who is a student (including a postgraduate student), and who is expected to attend the University on the day in question in his or her capacity as a student shall have a minimum engagement of 1 hour.
- 21.5 Without limiting the scope of this clause, for the purpose of this clause a student will be taken as being expected to attend on any Monday to Friday during the main teaching weeks of the University, other than public holidays.
- 21.6 In order to meet his or her personal circumstances, a casual staff member may request, and his or her supervisor may agree to an engagement for less than the minimum specified in [clause 21.3](#) (Minimum hours).

22 Eligibility for casual general staff conversion

- 22.1 A casual, general staff member will be eligible to apply to have his or her employment converted to a non-casual appointment if, at or after 30 June 2004, he or she has been employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:
- over the immediately preceding period of 12 months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
 - over the immediately preceding period of at least 24 months.
- 22.2 For the purposes of this provision, occasional and short-term work performed by the staff member in another classification, job or department (or equivalent) shall not:
- affect the employee's eligibility for conversion;
 - be included in determining whether the employee meets or does not meet the eligibility requirements.
- 22.3 An employee must not be engaged and re-engaged nor have his or her hours reduced in order to avoid any obligation under this provision.

Other conditions relating to appointment

23 Classifications and salary structure

23.1 Varied salary and staff structures

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

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

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

- (a) improve the leadership/management skills of supervisors/managers through the introduction new training programs;
- (b) encourage active participation of all staff in the career and performance development process under [clause 55](#) (Career and performance development); and
- (c) Change the salary structures in accordance with [Schedule 3](#) (Salaries), the broadbanding arrangements in [Schedule 2.3](#) (ANU Officer classification streams) and the translation arrangements in [Schedule 9](#) (New salary structure – translation tables).

23.2 Minimum Standards for Academic Levels (MSAL's)

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

23.4 General staff position classification standards

23.5 The classification structure for general staff is set out in [Schedule 2](#) (General staff position classification standards). All appointments of general staff, other than those appointed to senior management positions, apprenticeships, traineeships, technical trainee officer positions or the University's Graduate Recruitment and Development Program will be made in accordance with the ANU Officer and Senior Administrative Officer/Senior Manager classification standards. Where the staff member is of the view that the University's requirements and responsibilities of a position are no longer in accordance with these classification standards the staff member has the right to seek reclassification of their position.

24 Review of staff appointment category

24.1 Where a staff member considers that their present employment status is incorrectly categorised he/she may seek a review to ascertain if they should be appointed as an academic or general staff member based on the duties required to be carried out, as determined by the University.

24.2 A review of staff appointment category will be made to the Director of the area in accordance with the following principles:

- the decision about whether the appointment is to be academic or general staff should not be determined by funding source or budgetary considerations, except where those considerations relevantly affect the nature of work to be performed;
- the criteria for appointment shall be objective and related to the nature of the work to be undertaken. The criteria to be applied shall also include the basis for assessment of performance, the basis of career progression for the incumbent and to the extent it affects these, the preference of the staff member;
- where the appointment is to an academic position, the type of work must be such as would allow the staff member performing that type of work to have a reasonable prospect of promotion under the University's academic promotion procedures;

24.3 If the staff member is not satisfied with the outcome they may request the Director - Human Resources review the matter. The Director - Human Resources will review the matter in accordance with the principles in [clause 24.2](#) using an appropriately constituted review panel.

25 General staff recruitment and engagement

- 25.1 Except in the circumstances referred to in clauses [25.4](#) and [25.5](#), or where the Director - Human Resources authorises otherwise, vacancies for general staff positions will be advertised by the University.
- 25.2 The University may advertise vacancies in such a manner as it deems fit provided that notice of vacancies is given through the normal internal advertising mechanism.
- 25.3 Prospective applicants should normally be given not less than 7 working days (external advertising) and 5 working days (internal advertising) to lodge a response to an advertisement.
- 25.4 Vacancies will be measured against staff seeking redeployment before recruitment action is undertaken. Where a person is assessed as having the skills and experience necessary to effectively perform the duties of the vacant position, that person will be transferred to the position as directed by the Director, Human Resources.
- 25.5 A fixed term general staff appointment of 12 months or less may be offered without advertisement provided that the area gives priority to suitably qualified staff members seeking rehabilitation, redeployment or transfer.
- 25.6 Any person who has been employed at the ANU within the previous 12 months and is registered with the Casual pool will have the status of internal applicants for advertised vacancies.

26 Contracts of employment other than senior management contracts

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

26.2 The contract of employment must contain information as follows:

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

- i. the classification level and salary of the staff member on commencement of the employment;
- ii. the hours or the fraction of full time hours to be worked; and
- iii. where the employment includes a probationary period, the length and terms of the probation;

(b) for a fixed term staff member, the circumstance(s) by reference to which the use of fixed term contract for the type of employment has been decided for that employment;

(c) for a casual staff member:

- i. the duties required;
- ii. the number of hours required;
- iii. the classification level and rate of pay for each duty required;
- iv. a statement that any additional duties required during the term will be paid for at the rate of pay appropriate to the classification level of the additional duties; and
- v. for a general staff member, a statement that he or she may have a right to apply for his or her appointment to be converted to a non-casual appointment in accordance with [clause 22](#) (Eligibility for casual general staff conversion).

- (d) grounds for termination in accordance with [Part Seven](#) of this Agreement; and
- (e) other main conditions of employment including the identity of the employer, the legal and/or administrative sources from which those conditions arise, the duties and supervisor of the position.

27 Supervisor

- 27.1 'Supervisor' means the nominated person who provides direction to the staff member on behalf of the University.
- 27.2 Each staff member will have a nominated supervisor and will be advised in writing of the position of that person. The supervisor of an academic staff member will normally be the head of the academic unit in which the staff member is employed, and University policy will prescribe how alternative supervisors (at least at Level C or above) for academic staff can be appointed.
- 27.3 The University will provide appropriate training for supervisors.

28 Probation

- 28.1 The purpose of probation is to provide a period at the commencement of employment in which a probationary staff member's suitability to the position, to the University and to the particular workplace can be assessed. During a probation period, the University will offer appropriate support, development opportunities and feedback to assist the probationer to achieve confirmation of employment.
- 28.2 A staff member, other than a casual, may be required to serve a probation period. Any second or subsequent fixed term offer of employment for the same position will not contain a probation period. Where a probationary period applies, his or her employment agreement will specify the period and conditions of the probation.
- 28.3 Confirmation of employment may be approved at any time including where a staff member is promoted (academic staff) or reclassified (general staff) to a higher level.
- 28.4 Except in a case of serious misconduct, a probationer whose employment is annulled will be given notice in accordance with [clause 74](#) (General notice periods).

Probation periods

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

Type of appointment	Probationary period
Academic staff fixed term	maximum of 25% of the period of the fixed term appointment or 12 months, whichever is the lesser
General staff fixed term	maximum of one sixth of the period of the fixed term contract, extendable up to 6 months or 6 months which ever is the lesser
Academic staff continuing	up to 3 years initially, extendable to a maximum of 4 years

Continuing (contingent funded) employment	if on conversion to a continuing (contingent funded) employment contract, the staff member's fixed term appointment had been confirmed through a probation process – No further probation period is required. Otherwise a maximum of 25% of the period of the fixed term appointment or a maximum of 18 months, whichever is the lesser applies.
General staff continuing	up to 6 months initially, extendable to a maximum of 9 months
Graduate Recruitment and Development Program	12 month probation for the development program referred to in clause 16 (Graduate Recruitment and Development program)
Student Internships	one sixth of the fixed term appointment but not less than 3 months.

28.6 The University has and applies a policy on probation, which provides for regular meetings between the supervisor and a probationer, appropriate documentation and the opportunity for feedback and assessment, along with procedures for assisting the probationer to successfully complete the probationary period.

28.7 A staff member will be advised at least 10 days prior to the end of the probation period of confirmation or annulment of the employment, or extension of the probation.

Probation procedures

28.8 A copy of the staff member's position description and the University's Code of Conduct will be provided to the probationer upon his or her commencement.

28.9 Within one month of the probationer's commencement with the University, the supervisor will conduct an initial probation meeting. During this probation meeting the supervisor will confirm the specific performance standards for the probationary period. The performance standards will relate to the duties and/or level of the position as well as the expectations for conduct and suitability to the workplace.

28.10 During the probation period the supervisor will conduct further probation meetings with the probationer, as required.

28.11 During a probation meeting, the supervisor will assess the probationer's performance, conduct and general suitability to the workplace and position against the performance standards. Where the probationer's performance is considered to be less than satisfactory, the supervisor and probationer will agree a reasonable plan to assist the probationer to achieve the performance standards within the remaining probationary period.

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

Where performance standards have been met

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

- advise the probationer that the probation period be continued until the next probation meeting within the initial probation period, provided that the next probation meeting is not less than 2 weeks prior to the end of the probation period; or
- recommend to the delegate that the probationary period is completed.

28.14 If the supervisor recommends confirmation the delegate may:

- seek further supporting information prior to making a decision; or
- confirm the appointment.

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

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

- that the performance standards have not been met and outline the deficiencies;
- 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).

28.16 If, following the review period as outlined in clause 28.15(b) above, the supervisor assesses that the probationer's performance, conduct or suitability remains unsatisfactory, the supervisor must, at least 10 working days prior to the end of the probationary period, recommend to the delegate that either:

- the employment be terminated (annulled); or
- the probation period be extended provided that:
 - the probation period may be extended in accordance for a period up to the maximum period allowed ([clause 28.5](#)); and
 - the extension is applied to give the probationer additional opportunity to meet the performance standards.

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

28.18 Following consideration of the supervisor's recommendation and any response given by the probationer, the delegate (or Dean or Director where the supervisor is the delegate) may recommend to the Director - Human Resources that the employment be terminated.

28.19 The Director - Human Resources will either:

- annul the employment; or
- direct that the probation period continue, provided that the total period of probation does not exceed the maximum period specified.

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

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

- that the performance standards have not been met and outline the deficiencies;
- 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).

28.21 The supervisor will also:

- (a) where the probationer is eligible for incremental progression, recommend whether the increment be withheld; and
- (b) recommend that either:
 - i. the employment be terminated (annulled); or
 - ii. the probation period be extended provided that the extension is applied to give the probationer additional opportunity to meet the probationary criteria and provided that the total period of probation does not exceed the maximum period specified.

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

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

- (a) where the supervisor has recommended the withholding of an incremental salary progression, decide whether or not to withhold the increment; and either to:
 - i. extend the probation period, provided that the total period of probation does not exceed the maximum period specified; or
 - ii. refer the recommendation to a Probation Committee for consideration.

or

- (b) If the delegate decides to extend the probation period, the probationer and the supervisor must agree a reasonable plan to assist the probationer to achieve the performance standards within the remaining probationary period, and the dates of review prior to the end of the probationary period.

28.24 If the delegate decides to refer the recommendation to a Probation Committee, the matter will be referred to a Probation Committee within 5 working days.

28.25 The Probation Committee will be convened by the Delegate and comprise:

- a nominee of the probationer's Dean or Director (chair);
- a member of the probationer's work area*;
- a staff member holding continuing employment from a cognate discipline, outside the work area*; and
- such additional members as the Dean or Director may determine*.

* normally a staff member with continuing employment at the same level or a higher level than the probationer.

28.26 The Probation Committee will consider any relevant documentation and must report in writing to the Delegate recommending that:

- (a) the employment be terminated (annulled); or
- (b) the probationary period cease; or
- (c) where extension is an option, the probation period be extended provided that the extension is applied to give the probationer additional opportunity to meet the probationary criteria and provided that the total period of probation does not exceed the maximum period specified ([clause 28.5](#)).

28.27 Where the Probation Committee recommends extension of the probation period, the probationer will be advised, in writing, where their performance requires improvement and, where the probationer is eligible for incremental progression, that an increment will be withheld until performance is assessed as being satisfactory.

28.28 During the extended probation period the Supervisor will regularly review the probationer's performance and conduct against the standards set out in the advice to the probationer.

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

- (a) advise the chair of the Probation Committee that the required performance improvement has occurred and recommend cessation of the probation period, and if the probationer is eligible for incremental progression, recommend that an increment will be awarded (in which case such increment will apply from the date upon which the supervisor advises the probationer that the required performance improvement has occurred); or
- (b) advise the chair of the Probation Committee that the required performance improvement has not occurred and recommend termination of employment. Following receipt of such advice, the chair of the Probation Committee will recommend to the Delegate that the employment be terminated (annulled).

28.30 Where the Delegate supports the recommendation for the employment to be terminated, the documentation will be forwarded to the Director - Human Resources to determine whether the employment be terminated.

Part Three – Employment Conditions

Remuneration

29 Salaries

29.1 The salary increases listed in the following table will apply to University staff members.

Increase	Date of effect
4.5%	27 November 2008

29.2 The parties agree to commence negotiations on a replacement agreement with a further negotiated pay rise from December 2009 or any other agreed date or dates.

29.3 The parties agree to commence these negotiations no later than 1 June 2009.

29.4 The parties agree that competitive salaries in 2009 and subsequent years will be necessary to maintain ANU's leading international and national position, and on this basis a further salary increase should apply from December 2009, but note that the scale and scope of such a pay rise will be heavily dependant on 2009 Commonwealth budget decisions, investment markets, and other relevant factors.

29.5 Revised salary rates are set out in [Schedule 3](#) and clause 16 as follows:

S3.1 of Schedule 3	Academic staff
S3.3 of Schedule 3	General staff
S3.2 of Schedule 3	Casual/sessional academic staff
S3.4 of Schedule 3 Residence	Staff at University House and the hospitality stream in Halls of Residence
Clause 16	Graduate Recruitment and Development Program participants

30 Incremental salary progression

30.1 Incremental progression through the salary structure within a classification requires the staff member's acquisition of new skills, experience, knowledge and satisfactory performance against an agreed Statement of Expectations. Supervisors will provide reasonable assistance and opportunity to staff members to achieve salary progression.

30.2 Until 5 March 2009, a staff member is eligible to be paid at the next salary step within the relevant level on the anniversary of commencement, subject to continuous 12 months service (excluding leave without pay) and except where action under [clause 67](#) (Managing Underperformance) or [68](#) (Misconduct) has been taken.

30.3 Subject to the translation arrangements in [Schedule 9](#) (New salary structure – translation tables), from 5 March 2009 incremental progression will be biennial for all academic staff and general staff at ANU 6 and above.

30.4 From 5 March 2009, incremental progression will occur in accordance with [clause 30.3](#), subject to continuous 12 months service for annual progression or 24 months for biennial

progression (excluding leave without pay) and except where action under [clause 67](#) (Managing Underperformance) or [68 \(Misconduct\)](#) has been taken.

30.5 Casual staff are not entitled to incremental progression but an experience payment under [clause 32.3](#) (Salaries – casual/sessional academic staff) or [clause 31.2](#) (Salaries – casual general staff) may be payable.

31 Salaries - casual general staff

31.1 A casual general staff member will be employed by the hour and paid an hourly rate, being the hourly rate derived from the annual salary (normally the base of the range) applicable to the appropriate ANU Officer level plus 25% casual loading as per [clause 19.7 \(Casual employment\)](#).

31.2 An experience payment equivalent to the next highest salary point in the salary range may be payable where the staff member:

- (a) has been employed doing substantially similar work for a significant period of time, normally in excess of two years of full time equivalent work ,
- (b) has acquired enhanced skills, experience and knowledge that has resulted in an improved contribution to University outcomes during this time, and
- (c) demonstrates ongoing satisfactory performance.

32 Salaries - casual/sessional academic staff

32.1 A casual/sessional academic staff member will be paid at the rates set out in [S3.2 of Schedule 3](#) (Sessional academic staff salary rates), which include the casual loading referred to at [clause 19.7](#).

32.2 A casual/sessional academic staff member will be paid within 22 days of submitting a valid and completed claim for payment to the appropriate Departmental representative of the University.

32.3 An academic sessional staff member will be entitled to a Teaching Experience payment at the next highest salary point in the salary range where the staff member:

- (a) has been employed doing substantially similar work, normally in excess of four semesters,
- (b) has acquired the skills, experience and knowledge that has resulted in an improved student experience during this time, and
- (c) demonstrates ongoing satisfactory performance, including satisfactory student assessments where relevant.

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

33 Salaries - apprentices, trainee technical officers and trainees

33.1 Apprentices and trainees technical officers employed in accordance with [clause 18.3](#) (Employment schemes) will be paid a rate in accordance with the following table:

Period	Apprentice (% of base rate of ANUO3)	Adult apprentice (% of base rate of ANUO3)	Trainee technical officer (% of base rate of ANUO4)	Adult trainee technical officer (% of base rate of ANUO4)
First 6 months	55	86 (note base will be new)	87.5	92

Second 6 months	65, subject to University satisfaction with performance	89 subject to University satisfaction with performance	87.5	92
2nd year	75	92	92	96
3rd year	85	95	96	98
4th year	96	98	96	98

33.2 Apprentice and trainee technical officer definitions:

- (a) an apprentice or trainee technical officer is a person who has immediately left school and will be paid at the non-adult base rate specified in the above table.
- (b) an adult apprentice or trainee technical officer who is 21 years of age or over will be paid the adult rate specified in the table above.
- (c) school means secondary education that may be facilitated through CIT, TAFE or an equivalent institution where a student qualifies for a leaving certificate.

33.3 The University will appoint an apprentice or trainee technical officer in accordance with the appropriate corresponding year, subject to the following:

- (a) the University recognises that apprentices or trainee technical officers may have accelerated advancement with respect to the completion of their accreditation by the appropriate authority.
- (b) the parties agree that the commencement salary for an apprentice or trainee technical officer should reflect their skill level and recognised prior learning (RPL). This needs to be supported by objective assessment provided by an appropriate training authority. Where the training authority confirms that an apprentice or trainee technical officer has skill levels appropriate with a higher entry point, the University will engage an apprentice or trainee technical officer at that point. In most cases, this will be either the second 6 months of Year 1 or starting salary at Year 2.
- (c) an apprentice or trainee technical officer may approach the University to be evaluated for appointment to an advanced year if they claim to have advanced training and experience for their current or proposed year of appointment. The University will then arrange an evaluation by an appropriate training authority to determine what year the apprentice or trainee technical officer should be appointed.
- (d) with respect to the above, CITC or another recognised training authority will be used for the skills and competency assessment for the appointment of an apprentice or a trainee technical officer consistent with their years of training and experience.

33.4 Trainees employed in accordance with [clause 18.3 \(Employment schemes\)](#) will be paid a rate in accordance with the following table:

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

3	60	69
4	69	79
5 or more	79	79

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

34 Superannuation

- 34.1 The University will maintain employer superannuation contributions to UniSuper for all eligible current and new staff, in accordance with this clause.
- 34.2 The University will maintain employer superannuation contributions to the Commonwealth Superannuation Scheme (CSS) and the Public Service Superannuation Scheme (PSS) for all eligible current staff in accordance with this clause
- 34.3 Full and part-time staff members on continuing or continuing (contingent funded) appointments are eligible for UniSuper membership and entitlements.

Subject to [clause 52](#) (Breaks between fixed term appointments for the continuity of service), full time and part time staff members on fixed-term appointments of 12 months or more, or who have 12 months continuous service are eligible for UniSuper membership and entitlements.

- 34.4 The University will pay 17% of salary to UniSuper for all current and new staff who are eligible to be members of UniSuper and eligible for a 17% employer superannuation contribution as at the date of certification of this Agreement. Further, the University is committed to making a total contribution at the level of 17% towards the benefits available to such staff even if the UniSuper Trust Deed, and/or the Deed of Covenant between UniSuper and the University and/or the TESS Award 1988, are varied.
- 34.5 Subject to [clause 34.3](#) (above), fixed term staff and casual staff are eligible for the prescribed Superannuation Guarantee rate if their pay meets the entitlement threshold for provision of superannuation and the superannuation payable will be based on their pay, inclusive of the casual loading.
- 34.6 The University will maintain existing arrangements with UniSuper for current and new staff members who are not eligible for a 17% UniSuper employer superannuation contribution. This will include the payment of the Superannuation Guarantee component, of any amount, which will be paid to UniSuper.
- 34.7 Should any amendments to CSS or PSS make it possible during the life of this Agreement for employee members to reduce their contributions, the parties will hold discussions on the possibility of increasing the flexibility of employee contributions to CSS and PSS. The University will ensure that it maintains adequate employer provision for those staff who are members of CSS and PSS.
- 34.8 The salary upon which contributions are calculated shall be no less than as defined in the UniSuper Trust Deed and shall include the rates payable to casual employees.
- 34.9 Where a staff member salary sacrifices under [clause 35](#) (salary sacrificing and deductions), the employer contribution will be based on the staff member's pre sacrificed salary.
- 34.10 Where a staff member who currently receives 17% employer contributions decides to reduce their employee contributions under the Contribution Flexibility provisions, the University will maintain the employer contributions at 17%.

35 Salary sacrificing and deductions

35.1 The University will offer salary sacrificing deductions for staff members, including for extra superannuation payments, campus childcare, on campus parking fees and other benefits available through the University's salary packaging provider. A staff member may salary sacrifice and authorise deductions from their salary as requested.

36 Allowances

36.1 The University will pay allowances to staff in accordance with [Schedule 4](#) (Allowances).

36.2 The University will adjust allowances annually on the date of effect of salary increases specified in [clause 29.1](#) (Salaries) by:

- (a) the rate of salary increase taking effect on the date of adjustment of the allowance;
- (b) the level of indexation of the University's operating grants for that year; or
- (c) the percentage change in the national Consumer Price Index from the previous financial year, as published by the Australian Bureau of Statistics.

36.3 The method of indexation of each allowance is specified in [Schedule 4](#) (Allowances).

37 Payment of salaries

37.1 Salaries (including overtime and special loadings, if any) will be paid fortnightly.

37.2 Notwithstanding the above, the University may offer deferred salary arrangements in accordance with University policy.

38 Recovery of overpayments

38.1 In the event that a staff member is overpaid salary or employee entitlements, the staff member has the option to repay the overpayment in cash, through a deduction of salary or through other mutually agreed processes.

38.2 Once the staff member has received written details of the overpayment, if the staff member cannot immediately settle the full amount or disputes the amount, discussions must occur between the University and the staff member (who may, if they wish, involve a union or staff representative of their choice).

38.3 The staff member and the University will negotiate in good faith with the aim of reaching a mutually satisfactory repayment arrangement.

38.4 If such an arrangement cannot be made then the procedures of the Dispute avoidance and settlement provisions of this Agreement may be utilised.

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

Hours of work and workloads

39 Hours of work

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

Hospitality stream at University House and Halls of Residence	38 hours per week - may take rostered days off (RDO) by agreement with the University, in accordance with their hours worked and University policy and procedure.
Night assistants at Mt Stromlo or Siding Spring Observatories	70 hours per fortnight from commencement of night work in accordance with clause 39.3 below.
12 hour security staff	80 hours per fortnight averaged over the roster period

Span of Hours

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

Classification stream	Span of hours
Grounds	6.00am to 5.00pm
Attendant, Printing, Security, Cleaning	7.00am to 5.00pm
Maintenance	7.30am to 4.00pm
Administration, Engineering, Information Technology, Library, Professional, Research, Stores, Technical/Draughting/Illustrating	8.00am to 6.00pm
Hospitality	6.30am to 7.30pm

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

39.3 The ordinary hours of work for a night assistant who is rostered on night work at the Mount Stromlo and Siding Spring Observatories may exceed 35 in a week provided that: they do not exceed 70 hours in a fortnight commencing on the day on which the night work begins; and such night work begins not earlier than 30 minutes before evening astronomical twilight and ends not later than 30 minutes after morning astronomical twilight on any day. Where night work is impracticable, a rostered night assistant may be employed on daytime duties. Overtime will be in accordance with [S5.9](#) (Overtime).

40 Flexible working arrangements for general staff

40.1 Flexible working arrangements allow staff members and the University to vary hours, and patterns of work, to meet the teaching, research and administrative priorities of the University and the staff members' personal commitments, taking into account the operational requirements of the work area. Any flexible arrangements must be agreed between the supervisor and the staff member. Records of agreed start and finish times must be kept by the area.

40.2 The University has two main types of flexible working arrangements:

- (a) flextime which is an arrangement whereby a staff member may, with the approval of his or her supervisor, start and/or finish work at flexible times normally within the span of hours and such agreement must be documented with records kept of start and finishing times. A request to work flextime arrangements will not be unreasonably refused.

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

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

- (b) non-prescribed flexible working arrangements, which are worked outside the span of hours, may not attract overtime or shiftwork penalties. These arrangements will be agreed by the University and a staff member or a category of staff members at a work

location, or where authorised by the Director - Human Resources. Any such agreement must be documented with records kept of start and finishing times.

41 Overtime and shift work

41.1 Overtime and shift work arrangements are contained in [Schedule 5](#) (Overtime and shift work).

42 Breaks

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

Type of break	Qualification	Entitlement	Condition
Meal	General staff	Not less than 30 minutes after 5 consecutive hours of work	Meal break does not count as time worked
	Shift worker	Not less than 20 minutes during the first 5 hours of shift	Meal break is counted as time worked
	2 hours overtime continuing after completing ordinary hours of work	Additional break not more than 1 hour and meal allowance at rate specified in S4.4	Meal break does not count as time worked
Tea	General staff	10 minutes each morning and afternoon	Tea breaks counted as time worked except where local agreements supersede.
Safety	When emergency work is undertaken or overtime worked in technical or similar areas	20 minutes on completion of every 4 hours of work	Safety breaks counted as time worked
Changing Time for purpose of washing and changing	Where working conditions require	5 minutes prior to breaks and completion of work	Counts as time worked – local agreements may supersede.

43 Workloads

Principles

43.1 The University's Policy on Workloads (dated 26 March 2003) is the basis upon which staff workloads will be managed including designated part time fractions.

43.2 The ordinary hours of work for fulltime general staff are given at [clause 39](#) (hours of work).

43.3 Academic staff at the University frequently work hours well beyond the community standard across most sectors. In line with many professions, academic staff regulate their own hours. This flexibility is an important part of academic life and enables work patterns to match teaching and research requirements. Academic workload is a combination of self directed and assigned tasks. The assigned proportion of an academic's work will include, for example, teaching and preparation for teaching, assessment, supervision and the necessary administrative work associated with teaching and research in a collegial environment.

43.4 The remainder of an academic staff member's working time is discretionary in that it is self-directed. It is the time in which staff members conduct research or other scholarly activity as required by their appointment to the University. The amount of discretionary time will vary from one member to another and from one area of the University to another. In some

professional schools, for example, the teaching requirements of the University may be greater than in other areas.

Workload factors

- 43.5 Assigned activities will not be so great as to preclude a reasonable balance with self directed activities in which the staff member is engaged. The supervisor will ensure that the average weekly tasks assigned facilitate that balance.
- 43.6 The parties recognise that the ratio of students (EFTSL) to non-casual staff (non-casual FTE) with teaching duties is a measure of the demand on staff time. If allowed to increase unreasonably it can compromise the quality of the University's teaching and research training programs. It is recognised, however, that many factors can affect student-staff ratio, including the staffing profile of a faculty, school or centre, and changes in enrolment patterns. Nevertheless, except in those circumstances where the University has an established target for growth (e.g. Medical School), the University will use its best endeavours to act in accordance with the principles of the Staff Workloads policy and procedures (dated 26 March 2003) to ameliorate increased demands on staff time. This policy and its related procedures will remain current until March 2010 unless agreed by the parties.
- 43.7 The University will ensure that supervisors are aware of their responsibilities in managing workloads and staff are aware of the principles and procedures of the policy including:
- (a) the University will use its best endeavours to allocate workloads in a fair and equitable manner;
 - (b) the University and its staff recognise the importance of a balance between working life and family/social responsibilities. The University will not make workload demands of staff that are inconsistent with this principle; and
 - (c) a staff member's inability to meet unreasonable workloads does not constitute unsatisfactory performance.

Leave and holidays

44 Leave - general provisions

- 44.1 The University is committed to providing staff with flexible leave arrangements which allow access to paid and unpaid leave for a range of purposes to support personal needs of staff and the operational requirements of the University. For all leave types contained in this Part, further explanatory information, including details on how to apply for the leave, can be found in the University's relevant leave policy. An outline of the various leave types is provided in the following clauses.
- 44.2 All paid leave counts as service for all purposes.
- 44.3 Casual staff are not entitled to paid leave. A part time staff member is entitled to the same leave entitlements as a full time staff member in an equivalent position, except that leave will be paid on a pro rata basis.
- 44.4 For security staff working 12-hour shifts, the taking of leave will be calculated on the basis of 12 hours or part thereof.
- 44.5 All leave will be taken at a time mutually agreed by the staff member and supervisor, having regard to the operational requirements of the area and the particular needs of the staff member, except where this Agreement specifically provides otherwise or where personal circumstances arise, the nature of which would make it unreasonable for the University to prevent the staff member from taking the leave (e.g. bereavement leave).

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

45 Annual leave

General staff

45.1 General staff, other than casuals, shall be entitled to 20 working days per year (pro-rata) annual leave for each completed 12-month period. Annual Leave accruals shall be uncapped. Leave will be calculated on a fortnightly basis from commencement of employment. All unused leave entitlements will be paid out on termination.

45.2 In addition to the general entitlement in [clause 45.1](#) the following categories of staff are entitled to additional leave per year accrued on a fortnightly basis as follows:

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

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

Academic staff

45.4 Academic staff, other than sessional or casual academic staff, shall be entitled to 20 working days per year (pro-rata) annual leave for each completed 12-month period. Annual leave accruals shall be uncapped. Leave will be calculated on a fortnightly basis from commencement of employment. All unused leave entitlements will be paid out on termination.

45.5 Academic staff will normally be required to take their full yearly annual leave entitlement during December to January each year, unless another period is approved by the delegate and the period is recorded in the University's HR system. In the absence of an alternative period being approved by 1 December each year, the staff member will be rostered on leave for the balance of their current full year's leave entitlement (excluding any previous accrual) from the first working day in the following January and their annual leave balance reduced accordingly.

45.6 An academic may also have leave approved on the University's HR system to allow them to carry forward one year's accrual to the next calendar year. The dates for such leave may be changed to suit the requirements of the staff member and the work area. The staff member and the supervisor must agree such changes.

45.7 Annual leave accrual of more than of 2 year's entitlement will be regarded as excess leave for the purposes of this clause. Where an academic staff member has accrued in excess of 2 year's annual leave entitlement, and has not applied for leave which will eliminate the excess, the supervisor will notify the staff member that leave must be taken at a mutually agreed time

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

Purchasing or cashing out of annual leave

- 45.8 A staff member other than casual may:
- (a) subject to approval by the delegate, purchase extended leave in accordance with University policy including options such as leave purchasing, purchasing leave with leave loading, deferred salary and 48/52 arrangements. Approval for such arrangements, while considering operational requirements, will not be reasonably withheld. The University agrees to develop these policy options with the parties to this Agreement.
 - (b) make an application to the Director - Human Resources to have their annual leave accrual cashed out due to financial hardship.
 - (c) If the provisions of clause 45.8(b) above does not suit the circumstances of the staff member, make application to the delegate to have their annual leave cashed out as long as it is in excess of 2 years entitlement and they apply for and take an equivalent period of annual leave around the same time.
- 45.9 Payments made under this clause are not superannuable nor does the cashed out leave count as service.

Annual leave loading

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

Leave application conditions

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

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

46 Personal leave

46.1 Other than casual employees, personal leave is provided for the following circumstances:

- sick leave for all staff members for recovery from personal illness;
- carer’s leave for all staff members to care for an immediate family member who is ill, injured, incapacitated, or to provide related care for a medical condition subject to a medical practitioner’s certificate;
- bereavement leave for an immediate family member;
- cultural leave; or
- other compassionate or appropriate grounds as determined by the delegate.

46.2 For the purpose of personal leave the term “immediate family member” means the staff member’s partner including spouse, de facto and same sex partner, child, including the child of the staff member’s partner, parent including parent of the staff member’s partner, sibling, grandparent, or grandchild.

46.3 A staff member is entitled to personal leave on full pay at the rate of:

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

- 46.4 All personal leave is cumulative.
- 46.5 On commencement a staff member will be credited with the 1st year’s entitlement. 2nd and subsequent year’s entitlement accrues throughout the year and available on the anniversary of appointment.
- 46.6 Where reasonable circumstances exist, the delegate may approve a staff member taking part of their personal leave entitlement as additional days on a half pay basis.
- 46.7 As at the certification date of this Agreement academic staff will accrue personal leave in accordance with [clause 46.3](#). All existing academic staff shall be provided with a one-off additional personal leave credit of 15 days per year for each year of service, provided that where a staff member or their supervisor establishes that significant personal leave has been already taken, this additional personal leave credit may be varied accordingly. Should this leave credit be insufficient to cover an extended period of personal leave, a staff member is

able to make an application to the Director - Human Resources for assistance during his or her illness in line with [clause 46.10](#).

- 46.8 All staff must submit an application for all periods of leave taken under personal leave.
- 46.9 A medical certificate is required for absences in excess of 5 consecutive days or 3 or more 12-hour shifts. Where considered warranted, the delegate may require a medical certificate for any future absence(s).
- 46.10 A seriously ill staff member who has used all of his or her personal leave credits and who is suffering substantial hardship may apply to Director - Human Resources for assistance during his or her illness.
- 46.11 Applications for personal leave for the purpose of attending a significant cultural event in accordance with [clause 46.1](#) will normally be submitted 4 weeks prior to leave to allow the work area to make appropriate staffing arrangements to cover the absence if necessary.

47 Parental leave

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

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

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

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

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

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

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

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

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

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

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

Career re-entry assistance

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

Provision	Entitlement	Condition
Career re-entry assistance	<p>Up to the equivalent of 6 weeks pay to be used to assist with the staff member's return to work following parental or adoption leave.</p> <p>Such leave will be available to the staff member who has taken paid and/or unpaid parental leave to be the primary care giver to the child (by birth or adoption) irrespective of whether the staff member was the birth mother.</p>	<p>Available to a staff member to facilitate their return to work, which may be taken during or after the 52 week parental or adoption leave period and up to the child's second birthday.</p> <p>Subject to agreement with the delegate and taking into account operational reasons of the area the following assistance may be taken up by staff but is not limited to:</p> <ul style="list-style-type: none"> • 6 weeks paid leave taken in full or in agreed periods • Agreed graduated return to work program; • Agreed staff development opportunities such as funding or time release for work related conferences or study; • Funding for maintaining or re-establishing staff member's career; • Paid time release for facilitating care arrangements and/or for breastfeeding; or • Other career support activities or variations of leave up to the 6 weeks leave or the value of 6 weeks leave. <p>Such requests should not be unreasonably refused.</p>

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

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

Conditions for parental leave

- 47.7 Staff may be required to take any accrued annual leave in excess of 2 years entitlement prior to taking unpaid parental leave.
- 47.8 Paid parental leave will be granted at the staff member's substantive salary. Any temporary reduction in fraction associated with the pregnancy will be disregarded.
- 47.9 A staff member shall advise the University at least 10 weeks prior of their expected date of confinement of the date on which they propose to commence leave as well as the specific leave arrangements. Appropriate certification relating to the birth or adoption of the child must be provided with this application.
- 47.10 A staff member will be entitled to return from parental leave to their substantive position, or an agreed part-time position or an agreed alternative position. A request for return to part-time hours will not be unreasonably refused.
- 47.11 A staff member shall confirm their intention to return to work by providing the University with at least 4 weeks written notice of their expected date of return.
- 47.12 The staff member may request a return to work, or the University may notify the staff member that she or he must return to work, where during parental leave the pregnancy ends without the birth of a live child or the child dies, staff member ceases to be the primary care-giver or there is another material change in circumstances. Where the University requires a return to work, at least 4 weeks notice will be provided and notwithstanding this notice, any available maternity leave may be used where a medical practitioner certifies it to be necessary. Where the staff member requests a return to work, this will be allowed within 4 weeks from receipt of notification.
- 47.13 A staff member not entitled to any paid parental leave may take up to 52 weeks absence including accrued annual and long service leave and/or unpaid leave.
- 47.14 If a staff member who becomes ill during a period of unpaid parental leave, and that illness is substantiated by a medical certificate, the staff member may take that period as the personal leave provided in [clause 46](#) (Personal leave).

48 Grandparent leave

- 48.1 A staff member, other than a casual, with 12 months continuous service shall be entitled to 12-months grandparent leave to undertake the care of their grandchild in accordance with this clause. A fixed term staff member will not be entitled to grandparent leave beyond the expiry of their contract.
- 48.2 A grandparent is the relative of their child's child, arising out of a marriage, a de facto relationship, adoption, guardianship, or same sex couple relationship.
- 48.3 The grandchild is the natural or the adopted child of the staff member's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.
- 48.4 When making an application for leave the supervisor may request proof that the child is the grandchild of the staff member.
- 48.5 Grandparent leave will:
 - (a) normally be taken in a single block;
 - (b) not be unreasonably refused by the supervisor.
 - (c) be taken as leave without pay and will not break the staff member's service with the University nor will the staff member accrue any entitlements during this period of approved absence.
 - (d) be approved following the staff member having made application to utilise available annual leave or long service accruals.

- 48.6 Taking a period of annual leave or long service leave does not prevent a staff member applying for and having grandparent leave granted.
- 48.7 Where practicable a staff member shall advise the University in writing 10 weeks prior to commencing unpaid grandparent leave of the dates of the leave to be taken. If the scheduled return date changes, the staff member will provide 4 weeks notice of the date of return.
- 48.8 A staff member will be entitled to return from grandparent leave to their substantive position or an agreed alternative position. A request for return to part-time hours will not be unreasonably refused.
- 48.9 If returning from leave on a part-time basis, a part-time work agreement will be entered into between the staff member and the University.

49 Long service leave

- 49.1 A continuing, continuing (contingent funded) or fixed term staff member will accrue long service leave at the rate of 13 weeks for the first 10 years of continuous paid service and thereafter accrue on a pro-rata basis.
- 49.2 A staff member may take all or part of their accrued long service leave entitlement upon accrual of 13 weeks long service leave (that is, after 10 years' continuous paid employment). Accrued long service leave may subsequently be taken at any time subject to notification, minimum period requirements and the University's operational requirements.
- 49.3 The normal minimum period of long service leave which may be taken is 1 week subject to any exceptions stated below.
- 49.4 Nothing prevents a staff member making an application to the Director - Human Resources to:
- Cash out part of their long service leave due to hardship.
 - Have the long service leave payment made in a manner assisting the staff member with a lifestyle change of their choice, e.g. working four (4) days a week and being paid one (1) days long service leave on a weekly basis for a defined period.
- 49.5 A staff member who has accrued more than 13 weeks' long service leave entitlements may apply for payment in lieu of that part of the accrual which is in excess of 13 weeks provided that:
- the payment is made in association with the staff member taking a minimum of 2 weeks' annual or long service leave; or
 - the payment is made to assist in a career objective, requiring absence from the campus in excess of 3 weeks.
 - a payment in lieu of long service leave will be based on the salary of the staff member at the time of payment.
- 49.6 For the purposes of long service leave, the salary will include:
- higher duties allowance at the rate in force at the date of commencement of the leave or date of payment, provided that the staff member has performed the higher duties for at least 12 months at the date of commencement of leave or the date of payment; and
 - long service allowance at the rate in force at the date of commencement of leave or the date of payment.
- 49.7 Payments in lieu made under [clause 49.5](#) are not superannuable nor does the cashed out period count as service.
- 49.8 A staff member may, subject to the operational requirements of the University, take extended leave long service leave on half pay (instead of a shorter period on full pay).

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

- annual leave; and
- a public holiday which falls within or adjoins the long service leave period.

49.10 A staff member who becomes ill during a period of long service leave, and that illness is substantiated by a medical certificate, may apply to have his or her long service leave entitlement re-credited for the period covered by the medical certificate where he or she takes the personal leave provided for in [clause 46 \(Personal leave\)](#).

Pro-rata leave for part time staff members

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

Long service leave notice periods

49.12 Where a staff member gives not less than 6 months' notice, the time of taking long service leave will be at his or her choosing, unless the University establishes in exceptional circumstances that arrangements cannot reasonably be put in place that would allow the leave to be taken at the requested time.

49.13 Where a staff member gives less than 6 months' notice, an application for long service leave will be considered subject to the operational requirements of the University.

49.14 This notice period does not apply where a staff member applies for long service leave during a period of approved unpaid maternity or parental leave.

49.15 A staff member who has accrued more than 19.5 weeks' long service leave entitlements may be required, on 12 months' written notice, to take up to 13 weeks of such leave at a time convenient to the University, except that a staff member who has given written notice of his or her intention to retire must not be required to take long service leave within 24 months of retirement.

Pay-out on cessation of employment

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

Circumstances	Minimum qualifying period (years)
Retirement;	4
Redundancy;	
Ceasing employment on the grounds of ill health;	

<p>Cessation of a continuing (contingent funded) appointment in circumstances where the staff member would be entitled to severance pay in accordance with Clause 75 (Continuing (contingent funded) appointments - notice periods and eligibility for severance payments);</p> <p>Expiry of a fixed term appointment in circumstances where the staff member would be entitled to severance pay in accordance with Clause 76 (Eligibility for severance payments – fixed term staff); or,</p> <p>Death in service</p>	
Resignation, dismissal	7

50 Other leave entitlements

Leave Type	Qualification	Entitlement & accruals	Conditions
War service	General staff members	Special credit of 9 weeks sick leave at commencement	Staff who served full time overseas as a member of the Australian Defence Force in an operational area described in Sch.2 of the <i>Veteran's Entitlements Act 1986</i> during the specified period
		Additional sick leave credit of 15 days with accrual up to maximum of 45 days	
Defence service training (Navy, Army or Air Force)	Staff member of the Australian Defence Reserve	Up to 20 days per year	The delegate may grant leave with pay
Jury and witness	Staff member summoned as a prospective juror or witness	Paid for the period necessary for attendance at court or before a relevant industrial /employment tribunal	The staff member must pay the University any fees received or alternatively take annual or long service leave or accrued flex credits to which he or she is entitled, and retain the fee
Leave without pay	The delegate may grant an application for LWOP	LWOP, including any form of unpaid parental/grandparental leave subject to under clause 46 or clause 47 , does not break continuity of service but does not count for service for accrual of any leave or any other like purpose	Where a staff member is on LWOP on public holidays and/or during University Closure, additional days leave will not be granted

51 Public holidays and University closure

Public holidays

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

University closure

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

Other Conditions

52 Breaks between fixed term appointments for continuity of service

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

53 Outside work

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

- (a) declare and discuss any potential for a conflict of interest with their supervisor; and
- (b) seek approval of the delegate under the 52-Day Rule policy to undertake such work.

- 53.2 Where the University determines that a conflict or potential conflict of interest exists for an activity not approved under the 52-day rule, the University may direct the staff member to:

- (a) cease or not undertake such work; or
- (b) in some circumstances, convert their ANU employment to a fractional appointment to ensure this work is not in conflict with their employment at the University; or
- (c) negotiate to pay a "royalty" payment as determined by the University for the use of the University's name and reputation for excellence while the staff member holds their University appointment and undertakes such outside work.

- 53.3 A staff member may seek a review of the decision in accordance with [clause 71 \(review of decisions\)](#).

54 Compensation for loss or damage to personal property

- 54.1 The University is not responsible for loss or damage to personal property kept by a staff member on University premises unless the loss or damage results from lack of reasonable care by the University or by another staff member of the University in the course of performance of his or her work.
- 54.2 Compensation may be paid by the University to a staff member where the loss or damage is caused by a defect in the University's material or equipment, or is suffered by the staff member in protecting the University's property from loss or damage. The University may take into account the age and serviceability of the item or garment when determining the amount of compensation payable.

Part Four – Training and Development

55 Career and performance development

- 55.1 The University's career and performance development framework will help meet the principles outlined in [clause 55.3](#).
- 55.2 The parties acknowledge that different criteria exist for professional and academic performance, and different career planning mechanisms operate across the University.
- 55.3 As a guiding principle, the ANU seeks to enable staff to perform at their best. The University strives to do this within a culture of continuing evaluation of performance and improvement through the following mechanisms:
- establishing clear performance objectives through a statement of expectations agreement;
 - supporting staff through appropriate development and career planning;
 - providing staff with career opportunities within the University through appropriate development; and
 - developing managers and supervisors to assist them in carrying out their leadership responsibilities effectively.
- 55.4 This clause will apply to all staff holding continuing or continuing (contingent funded) appointments, and academic and general staff holding fixed term appointments of 12 months or more.
- 55.5 The framework is meant to supplement, not replace regular feedback and discussion between the supervisor and the staff member about the staff member's performance or other workplace matters.
- 55.6 The Minimum Standards for Academic Levels ([Schedule 1](#)) establish the minimum expectation of performance for academic staff, and an academic staff member's duties will take account of these standards applicable to the level of the position. The parties acknowledge the importance of leadership requirements of senior academic appointments at Level E and Level D in areas such as team development, mentoring and career development of academic staff, performance management process, and leadership/management responsibilities for an academic area. These capabilities will be reflected in the position descriptions, advertisements and promotion criteria for such appointments.
- 55.7 The classification structure (including the primary and secondary descriptors in [Schedule 2](#)) for general staff establishes the minimum expectation of performance for general staff members. A general staff member's duties will take account of these standards applicable to the level of the position. The parties acknowledge the importance of team development, mentoring and career development of staff, the performance management process, and, where relevant, the leadership/management responsibilities. These capabilities will be reflected in the position description, advertisements and criteria for such appointments.
- 55.8 Unsatisfactory performance against an agreed statement of expectations may lead to further action under [clause 67.7 \(managing underperformance\)](#)
- 55.9 The principal aims of a statement of expectation agreement are to assist the staff member to:
- establish and achieve agreed statement of expectations;
 - establish a development plan to assist in career enhancement;
 - acquire new skills, knowledge and experience; and
 - perform satisfactorily.
- 55.10 Consistent with the short and long term priorities of the University and the organisational unit within which the staff member is located, a plan will be developed to support the achievement

of their statement of expectations. The development plan will include development needs that take into account the career aspirations of the staff member within the University.

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

55.12 In the case of a fixed term academic staff member, the development plan will consider strategies that aim to improve the potential of the staff member to obtain an ongoing academic appointment.

55.13 The framework will involve meetings between a staff member and their supervisor to discuss and agree the staff member's statement of expectations and development plan. Such meetings will normally be held annually.

55.14 The parties to this Agreement acknowledge that regular informal feedback through a process of dialogue, and formal mid term reviews provide both the staff member and their supervisor with:

- the opportunity to ensure clarity around expectations
- career and development support; and
- where needed, adjustment of their expectations to meet changing priorities.

55.15 Such feedback can provide staff with positive feedback and reward through their work being acknowledged by their supervisor. Formal review feedback, which must be recorded in the review section of the agreement, should be provided to the staff member about their performance against the agreed statement of expectations for the preceding period. A staff member will have the opportunity to respond in writing to these comments. These comments, and any response, will be stored securely by the supervisor with other feedback records.

55.16 A record of the agreed statement of expectations (and any subsequent agreed changes) and development plan will be maintained confidentially by the supervisor and a copy provided to the staff member. The supervisor may choose to provide separate written comments to the staff member to provide guidance for his or her work performance at any time.

56 Study courses for general staff

56.1 The entitlements for study leave and staff representation training are outlined in the table below:

Leave type	Qualification	Entitlements & accruals	Conditions
Study Where the general staff member undertakes a course of study, which the delegate determines will improve the performance of the staff member.	Full time continuing general staff	Up to 8 hours per week, to attend classes and examinations during normal working hours This may be on an aggregated semester or annual basis where courses are presented in blocks	Where appropriate lectures are not available outside normal working hours May be required to make up any study leave time taken in excess of 5 hours per week by work outside normal working hours, subject to the requirements of the work area
		Up to 2 weeks per calendar year for residential study for approved distance education course	Where the residential course exceeds 2 weeks, the delegate may approve additional leave

		0.5 day for each final exam in addition to actual time of examination	
		2 days pre-exam in addition to actual time of examination	For distance education exams
Training	Trainee technical officer	Up to 12 hours per week to attend classes and examinations	May be required to make up no more than 4 hours, by work outside normal working hours, subject to the requirements of the work area
	Trainees - Australian Qualifications Framework (AQF) Level 1 or above	As prescribed by the training authority	
	Apprentices	As per the relevant apprenticeship scheme	

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

57 Staff representative training

57.1 An authorised staff member may be granted leave of absence to undertake training subject to provision of reasonable notice, the operating requirements of the University, and the scope, content and level of training being appropriate for the staff member's role representing other staff.

57.2 Leave of absence will be paid at the staff member's ordinary pay, excluding shift and overtime payments.

58 Outside Studies Program – recognition of prior service at other Australian universities

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

59 Multi-skilling and staff transfer

59.1 The University may require a general staff member to carry out duties provided that:

- the staff member has been trained in the use of necessary tools and equipment and the duties are appropriate to the ANU Officer grade in which he or she is being paid; and
- where relevant, the staff member holds the appropriate current licences.

59.2 Where a general staff member is transferred to another area for a period greater than 3 months involving a change in duties or reporting arrangements, the heads of the work areas involved will inform the staff member of the location and reasons for the transfer, provide a copy of the position description and discuss the transfer if the staff member wishes to do so. The heads will draw the staff member's attention to this clause.

59.3 Where the staff member is satisfied with the arrangements the transfer will proceed. In other cases, the matter will be referred to the Director - Human Resources, who will arrange further discussions, at which the staff member may have a union or staff representative present. The Director - Human Resources will determine the matter.

- 59.4 This does not in any way restrict the University's right to transfer academic and general staff members to suitable positions within the University at the same level.
- 59.5 There will be no impediments to the transfer of a staff member as a result of accrued entitlements.

Part Five – Health and Safety

60 Occupational health and safety co-operation

- 60.1 The parties to this Agreement recognise the importance of developing and maintaining healthy and safe working conditions in the University, the importance of keeping the health and safety standards in each workplace under constant review and ensuring that the University reasonably complies with its duties towards staff members, contractors and visitors.
- 60.2 The aim is to provide and maintain safety standards and practices which offer the highest, reasonably practicable, degree of protection based on current knowledge. As a minimum, the University's health and safety standards must conform to any standards prescribed by relevant Commonwealth, State or Territory legislation, and/or, national standards, codes of practices and guidelines such as those provided by the relevant statutory bodies.
- 60.3 In accordance with legislation and University policy, the University will have appropriate health and safety representatives, local area committees, designated working groups, and the Occupational Health and Safety Policy Committee and will consult with its staff on all Occupational Health and Safety matters.

61 Uniforms and protective clothing

- 61.1 Where a staff member is required by the University to wear a uniform or protective clothing, including clothing for protection from the elements, the uniform or protective clothing will be supplied and maintained by the University. On cessation of employment, the staff member will return all items of uniform and protective clothing provided under this clause. The staff member is liable for the cost of replacement of such items if they are lost or damaged as a result of negligence or misuse.

62 Amenities

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

63 First aid

- 63.1 A suitably qualified staff member will be designated as a first aid attendant in each organisational unit where there is no medical attention available. The first aid attendant will be paid the relevant allowance specified in [S4.8](#) (first aid allowance). The University will provide a first aid kit in each organisational unit, which will be maintained by the first aid attendant, and adequate sick room facilities.

Part Six – Staff Relations

Job Security and Managing Change

64 Job security

- 64.1 Noting the University's current growth, it is not the University's intention to reduce the overall size of its workforce during the life of this Agreement.
- 64.2 The parties will put in place a timely and effective consultation process, including with the unions, for introducing major organisational or major structural change in response to the changing external environment and planning outcomes, in accordance with the managing change provisions ([clause 65](#)).
- 64.3 Where possible, any reductions in staffing will be effected through natural attrition, voluntary separations, fixed term pre-retirement agreements, leave without pay, voluntary conversion to part time employment, long service leave, secondment or transfer.
- 64.4 The University will seek wherever possible to avoid targeted redundancies, but reserves the right to adopt this approach as a last resort where all the above alternatives to redundancies have been exhausted. Staff redundancies, where unavoidable, will be subject to the redundancy provisions ([clause 66](#)).

65 Managing change

Principles

- 65.1 Sound management of workplace change implies the timely consultation and involvement of the staff members who will be directly affected by the change, and where the staff members have chosen, their union or staff representative(s).
- 65.2 The University may make intermittent use of contract labour to meet a short term need for particular expertise or a period of high demand for particular activities which cannot be met from existing staff resources.
- 65.3 Any outsourcing proposal that would have an impact on members of staff will be subject to the managing change provisions prescribed in this clause, except where this is not practicable in cases of emergency or in circumstances where buildings, plant, equipment, services or health and safety are threatened and appropriate University staff members are not readily available.

Preliminary consideration of change

- 65.4 Informal discussions or consideration of workplace change issues which may or may not lead to the development of a specific change proposal do not require the following formal change management process.
- 65.5 When informal discussions lead to the development of a specific change proposal, such discussions should involve all staff likely to be directly affected as soon as practicable. A staff member will be considered to be directly affected when the proposed change is likely to have an impact on that staff member's work practices or working conditions.
- 65.6 The formal change process will not apply where all staff members in a work area who are directly affected by a change proposal have been involved in consideration of the change and those staff members agree with the proposed change. However, the University will notify the relevant union where change affects a work area.
- 65.7 If affected staff members or their union or staff representatives advise the University that they do not agree with the proposed change, then the formal change process will commence.

Formal change process

- 65.8 The provisions of this clause will apply where a specific change proposal is made which is likely to lead to one or more of the following: relocation of a work area; elimination of positions; a change to hours of operation; introduction of significant technological change; or a significant change to work practices or impact on conditions, including change that would be likely to lead to changed responsibility levels.
- 65.9 Where there is a specific change proposal, the University will issue documentation setting out the change to directly affected staff and the relevant unions. The documentation will include, where appropriate, the extent and nature of the change proposal, reasons for making the change, the aim of the change, timeframe for change, and any relevant financial information.

Consultation

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

66 Redundancy

- 66.1 This clause applies to staff on continuing employment, including Research Academic Staff Career Employment (RASCE). This clause does not apply to fixed term, continuing (contingent funded) employment, casual employment, employment schemes in [clause 18](#) or terminations due to disciplinary action.

Grounds for redundancy

- 66.2 The University may decide that the duties performed by a staff member are no longer required for reasons of an economic, technological, structural or similar nature. Such reasons may include:
- (a) for general staff, financial and staffing constraints leading to the rearrangement of functions and classifications, reduced demand or other workload factors, technological change and development, or legislative change.
 - (b) for academic staff, a decrease in student load or a decision to cease offering, or variation of the academic content in any academic program or course or combination or mix of courses or subjects conducted on one or more campuses, financial exigency within an organisational unit or cost centre, and/or changes in technology or work methods.
 - (c) for Research Academic Staff Career Employment, organisational productivity improvement or a restructure within a work area, that result in the loss of 6 or more academic staff positions.

Initial procedures

- 66.3 The University will act in accordance with the managing change provisions contained in [clause 65](#) (Managing change) before notifying a staff member that his or her position has been declared redundant.
- 66.4 A staff member whose position is identified as surplus to the needs of the University will be advised that he or she can seek assistance from a union or staff representative and will be provided with a copy of this clause and the relevant policies and procedures.

Notification of redundancy

- 66.5 Where a redundancy arises, the University will notify the affected staff member(s) in writing that his or her position is to be declared redundant and his or her employment may be terminated, the reason for the redundancy, and the time line for this action. This letter will signal the commencement of the 8-week transition period (academic staff) or the 3-month redeployment period (general staff). For academic staff members, the University will also in the same letter advise the staff member that he or she can seek to be redeployed, and/or request a review of the decision to declare his or her position redundant.

Conditions of redundancy

- 66.6 There will be no impediments to the redeployment of an academic or general staff member caused by a transfer of accrued entitlement liability to a receiving area. The staff member will retain continuity of service and leave entitlements.
- 66.7 A staff member may apply to have the notice and/or redeployment period (general staff), or transition and/or entitlement period (academic staff) extended if he or she has taken personal/sick leave on account of illness taken during any of these periods. The Director - Human Resources will not unreasonably reject such applications. Where accepted, the notice will be extended by the period of leave covered by a medical certificate up to a maximum of 6 weeks for notice and/or redundancy (general staff) or 8 weeks for transition and/or 22 weeks for the entitlement period (academic staff).
- 66.8 By agreement, the University and the staff member, and where he or she chooses, their union or staff representative, may vary the redundancy provisions provided in this clause.

General staff redundancy

- 66.9 Following formal notification of redundancy, where the staff member decides to seek voluntary early separation, the University will give 6 weeks' formal notice that the employment is to be terminated and the staff member will receive, in addition to payment in lieu of accrued annual leave and long service leave, a redundancy payment of 2.5 weeks' salary for each year of service with a minimum payment of 5 weeks' pay and maximum of 62.5 weeks' pay.
- 66.10 A staff member may seek to waive the redeployment period for an enhanced termination payment.
- 66.11 Where the staff member does not seek voluntary early separation, the redundancy entitlements in the following table apply:

Provision	Entitlement	Condition
<i>Redeployment period</i>	3 months during which the University will attempt to find suitable alternative positions for the staff member	Commencement on date of formal notification

<i>Salary maintenance</i>	6 weeks at pre-transfer salary rate at completion of redeployment period	Where a staff member is redeployed to position at a lower classification
<i>Notice of termination where redeployment is not achieved</i>	6 weeks	At the expiry of redeployment period
<i>Payments on termination for redundancy</i>	2.5 weeks' salary for each year of service	A minimum of 5 weeks and up to maximum of 62.5 weeks
	Accrued annual leave, annual leave loading and long service leave	Long service leave where eligible as per clause 49 (Long service leave)
	Where applicable, an enhanced termination payment subject to clause 66.10	
	Payment <i>in lieu</i> of any unexpired part of notice period	

- 66.12 Redeployment may include transfer to a suitable position elsewhere in the University, which is occupied by a staff member with continuing employment who would be interested in terminating his or her employment with the University by way of a voluntary redundancy with a separation package in accordance with the early separation payments above in [clause 66.9](#).
- 66.13 A general staff member may seek review of any decision concerning the level and nature of redundancy payments, salary maintenance and other entitlements arising from redundancy through the grievance resolution provisions ([clause 70](#)).

Academic staff redundancy

- 66.14 The provisions of this clause do not apply where the University and the staff member negotiate a voluntary separation package prior to formal notice of redundancy.
- 66.15 For academic staff redundancy, the entitlements in the following table apply:

Provision	Entitlement	Condition
<i>Transition period</i>	8 weeks	Commencement on formal notification.
	Reasonable outplacement support and time for job search activities and attending interviews without loss of pay; and, where agreed by the University, a program of training; and reasonable travel and other expenses associated with these activities	Provided expenses are not being met by a prospective employer
<i>Review of decision</i> (clause 50)	10 working days from the start of transition period	Apply in writing
<i>Redeployment</i>	The University will offer suitable alternative position(s).	Staff member may seek redeployment any time during the transition period
<i>Salary maintenance</i>	12 months at pre-transfer salary rate	Where income is reduced in new position that the staff member is transferred to
<i>Notice of termination</i>	5 weeks	
<i>Entitlement period</i>	22 weeks (inclusive of 5 weeks notice) following Transition Period The staff member may apply to work all or part of the	If there are no appropriate duties for the staff member, the University will pay any remaining unexpired period

	entitlement period	
<i>Payment on termination for redundancy</i>	3 weeks' salary for each completed year of service	Maximum of 52 weeks
	Payment <i>in lieu</i> of any unexpired part of the Transition and/or Entitlement periods	
	Leave, loadings and allowances where applicable	On termination of employment

66.16 All payments in [clause 66.15](#) will be calculated on the staff member's salary at the date of cessation of employment. A staff member who has converted from full time to part time employment will receive payment based on the full time salary for his or her service up to the conversion to part time employment, and his or her payment from then on will be based on his or her part time salary for the remaining period.

66.17 For the purposes of this sub-clause, 'salary' means the amount paid to a staff member, including any salary supplementation, market loading, clinical loading or responsibility allowance paid at the time that the staff member is given formal notice of redundancy.

67 Managing underperformance

67.1 The principles of procedural fairness will be applied to all underperformance processes. The preferred outcome of underperformance procedures is that a staff member will improve their performance and continue to contribute to the ongoing success of the University. For the purposes of this provision, "underperformance" means failure to meet agreed performance expectations.

67.2 Assessments about underperformance and any verbal or written improvement plans will have regard to the staff member's "Supporting our Staff" Statement of Expectations and the relevant classification standards and secondary descriptors for the position.

67.3 Where the reasons for underperformance do not relate to the staff member's competency and commitment to meet the performance standards (for example, ill health) the matter may not be dealt with as underperformance.

67.4 A staff member may seek assistance from a union or staff representative and may seek procedural advice from Human Resources at any time during the processes.

Managing underperformance procedures

67.5 Informal process – Step 1

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

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

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

67.6 Formal process – Step 2

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

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

- the required performance, including performance standards;
- a clearly defined statement of the problem or performance concerns;
- the actions to be taken by both the staff member and the supervisor to correct the problem;
- the length of the period for which the staff member's performance will be closely monitored. The timeframe will not normally be less than one month but may be up to 12 months in positions where it is unreasonable to have a lesser period. Where the timeframe cannot be agreed between the staff member and the supervisor, the supervisor will assess the circumstances and determine a reasonable timeframe;
- where relevant, include the staff member's commitment to a program of training and/or counselling and the supervisor's commitment to provide, or release the staff member to attend, such training and/or counselling;
- the dates for regular review meetings, noting that written reports will be made of these meetings; and
- a statement that any deliberate breach of any of the requirements of the Performance Improvement Agreement may lead to an initiation of disciplinary action in accordance with [clause 69](#) (Disciplinary action).

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

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

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

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

- (a) the issues are resolved, that no further action is required and any deferred increments will be paid from the date that the performance is deemed satisfactory
- (b) a further period of review is required, specifying the new review period; or
- (c) the performance matters remain unresolved and that the issue will be referred to the delegate in accordance with [clause 67.7](#).

67.7 Further review or disciplinary action – Step 3

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

- a further period of review under the current or modified agreement is warranted; or
- that the performance is assessed as un-remediated underperformance and/or constitutes misconduct and/or serious misconduct and that proportionate discipline action in accordance with [clause 69.4 \(Disciplinary action\)](#) is warranted.

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

68 Managing misconduct, serious misconduct and suspension

- 68.1 The principles of procedural fairness will be applied to all misconduct processes. The preferred outcome of misconduct processes is that a staff member will improve their conduct and continue to contribute to the ongoing success of the University.
- 68.2 A staff member may seek assistance from a union or staff representative and may seek procedural advice from Human Resources at any time during the processes.

Misconduct

- 68.3 'Misconduct' means dereliction of duty or wilful conduct that is unsatisfactory. In deciding whether conduct is misconduct, decision makers and review committees will have regard to the University's Code of Conduct. Examples of behaviour which may be viewed as possible misconduct include:
- (a) conduct which is an impediment to the satisfactory performance of the work of the staff member or other staff members in the University;
 - (b) failure to comply with a reasonable instruction given by a person in the line management of the staff member;
 - (c) refusal to sign a Conduct Agreement;
 - (d) bullying behaviour that may be reasonably perceived as harassing, intimidating, overbearing or physically or emotionally threatening, or other unsatisfactory conduct which breaches the Code of Conduct;
 - (e) an action of the staff member which is prejudicial to the health or safety of other staff, students or members of the public;
 - (f) a conviction, sentence or other order imposed by a court which restricts the activities of a staff member in a manner that constitutes an impediment to the staff member carrying out their duties.

Managing misconduct procedures

68.4 Informal process – Step 1

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

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

The supervisor and staff member will discuss reasons for the alleged inappropriate behaviour and, if necessary the supervisor should seek, in the first instance, to improve the staff member's conduct through reasonable guidance, counselling or other appropriate action.

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

68.5 Formal process – Step 2

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

- the required conduct;
- a statement that clearly defines the problem;
- the actions to be taken by both the staff member and the supervisor to correct the problem;
- a timeframe in which to address the issue/s.
- the length of the period for which the staff member's conduct will be closely monitored;
- where relevant, include the staff member's commitment to a program of training or counselling and the supervisor's commitment to provide, or release the staff member to attend such training or counselling;
- the dates for regular review meetings, noting that written reports will be made of these meetings; and
- include a statement that any deliberate breach of any of the requirements of the Conduct Agreement may lead to an initiation of proportionate disciplinary action under the Disciplinary action provisions ([clause 69](#)) of this Agreement.

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

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

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

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

68.6 Further review or disciplinary action – Step 3

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

- (a) a further period of review is warranted; or

- (b) that the conduct constitutes misconduct and that proportionate discipline action under [clause 69.4\(a\) to \(f\)](#) is warranted; or
- (c) that the conduct constitutes serious misconduct and that proportionate discipline action under [clause 69.4](#) is warranted.

The staff member may seek to negotiate alternative employment arrangements as a substitute to the disciplinary action recommended under [clause 69.4](#).

Serious misconduct

68.7 'Serious misconduct' means:

- (a) recurrence or continuation of conduct which has been previously found to be misconduct on the part of the staff member; or
- (b) serious misbehaviour, which may be a single occurrence, of a kind which constitutes: a serious impediment to the carrying out of a staff member's duties, or to other staff carrying out their duties; a serious risk to the safety of staff, students or visitors to the University; a serious risk to the University's property; serious misconduct in research; a serious dereliction of duties; or, a conviction by a court of an offence which constitutes a serious impediment to the carrying out of the duties. Behaviour that constitutes serious misconduct can take many forms but could include serious and/or persistent harassment or bullying, or a criminal offence such as theft, fraud or assault.

68.8 There is no requirement to undertake an informal process prior to commencing the following formal process for serious misconduct provided that there are sufficient grounds for considering that serious misconduct may have occurred.

68.9 Where a supervisor concludes that there are reasonable grounds for any allegation(s) of serious misconduct against a staff member, they will provide a written report to the delegate of the area in which the staff member works. The delegate will firstly satisfy himself or herself that there are sufficient grounds for considering that serious misconduct may have occurred. If so satisfied the delegate will report in writing to the Director - Human Resources.

68.10 Where the Director - Human Resources is satisfied that serious misconduct may have occurred, the Director will inform the staff member of the receipt of allegations of serious misconduct and will clearly outline the nature of those allegations in writing to the staff member. The staff member will have 5 working days from the receipt of the allegations to submit a written response. The Director - Human Resources may appoint an Investigation Officer to investigate the allegations at any point during his or her review of the allegations.

68.11 After considering the staff member's response and any other relevant report or material, the Director - Human Resources will:

- (a) decide that there is no case to answer and inform the staff member, their supervisor and the delegate in writing that the matter is closed and there will be no further action; or
- (b) decide that there is a case of underperformance requiring actions under [clause 69.4](#); or
- (c) decide that there is a case of misconduct and proportionately take disciplinary action specified in [clause 69.4\(a\) to \(f\)](#); or
- (d) decide that there is a case of serious misconduct and/or unremediated underperformance and proportionately take any of the disciplinary actions listed under [clause 69.4](#)

Suspension

68.12 The University may, at any time while the process for managing misconduct is in progress, suspend a staff member with pay, or without pay. Suspension of a staff member without pay may occur where the alleged misconduct is of a nature that causes imminent and/or serious risk to the health or safety of a person; and/or the staff member's continued presence on campus otherwise presents a serious risk to the University, its staff students and/or visitors. Where this occurs, the staff member may draw on accrued annual leave or long service leave entitlements. Any lost salary and other entitlements will be reimbursed if it is ultimately determined that the allegation is dismissed.

68.13 A staff member who has been suspended must not attend the grounds of the University without prior approval from the Director - Human Resources. Provided that the Director - Human Resources is satisfied that the behaviour of the staff member is not likely to be of a nature described in [clause 68.12](#) above, Director - Human Resources will, on application by the staff member, give permission for a staff member to attend a specific part of the University for approved purposes.

69 Disciplinary action

69.1 Where discipline action is recommended under the managing underperformance, misconduct or serious misconduct provisions of this Agreement, the delegate will review the matter and either propose additional steps to be taken to improve the performance or conduct or submit a report in writing to the Director - Human Resources recommending discipline action.

69.2 Where the Director - Human Resources is satisfied that the appropriate and required steps have been taken, they will advise the staff member of proposed action. The staff member will have 5 working days to respond to the matter in writing. Following consideration of the response, the Director - Human Resources will decide the matter and advise the staff member of the decision. In the case of academic staff, the Director - Human Resources will confer with the Deputy Vice Chancellor (or their delegate) prior to deciding the matter.

69.3 The staff member may seek a review of decision ([clause 71](#)).

69.4 'Disciplinary action' means:

- (a) formal counselling of a staff member by an appropriate supervisor;
- (b) giving a staff member a written warning (including, where appropriate, a final warning);
- (c) withholding an increment;
- (d) demotion from an increment point within a grade;
- (e) demotion of a staff member;
- (f) other action as recommended by a review committee; or
- (g) termination of a staff member's employment (in the case of unremediated underperformance or serious misconduct).

69.5 In the case of serious misconduct when the decision maker decides to terminate the staff member's employment the staff member will be suspended without pay for five (5) working days in which time the staff member may make an application to have that decision reviewed in accordance with [clause 71](#) (review of decision).

69.6 If the staff member fails to make an application for a review of the decision the employment will cease at close of business on the fifth day.

69.7 If the staff member lodges an application to review the decision, the review process will proceed and the staff member shall remain suspended without pay until the review process is finalised.

70 Grievance resolution

70.1 A staff member who feels aggrieved about a matter associated with his or her employment conditions is expected to raise the issue(s) with his or her supervisor, or the supervisor's

supervisor, as soon as practicable. The supervisor must initiate discussions with the staff member within two working days of receiving the grievance. The aims of such discussions are to determine whether a genuine grievance exists; gather information as required to assist with the resolution of the grievance; and resolve the grievance or arrange mediation or conciliation to attempt to resolve the grievance.

70.2 A staff member who feels that the matter has not been resolved may initiate a formal grievance in accordance with University policy dated 1 October 2007, which will prescribe the procedures for grievance resolution.

70.3 Where a dispute arises over the application of the Agreement, [clause 71](#) (review of decisions) applies.

71 Review of decisions

71.1 A staff member may seek a review of decisions made in relation to their employment at the University.

71.2 This clause is limited to decisions concerning the following employment matters under this Agreement:

- (a) termination of employment for reasons of underperformance, serious misconduct or redundancy;
- (b) demotion;
- (c) disciplinary action for other than termination of employment or demotion;
- (d) withholding of increments for reasons of underperformance;
- (e) annulment of a probationary employment;
- (f) refusal to convert employment from casual to either fixed term or continuing employment;
- (g) refusal to grant an extension of the redeployment or notice period for a general staff member due to personal/sick leave;
- (h) decision taken in relation to outside work in accordance with [clause 53](#) (outside work); and
- (i) other circumstances as may be determined from time to time by the University.

71.3 This clause does not apply to "Ceasing employment as a result of ill health" ([clause 78](#))

71.4 Definitions for this clause

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

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

'Days' means working days.

Principles for review of decisions

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

Terms of reference and principles of review

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

Commencing a review

- 71.7 A staff member must, within 5 days (except for academic staff redundancy where 10 days applies) of the date of notification of a decision in relation to [clause 71](#), request a review of decision in writing to a member of the Executive outlining their reasons in accordance with the terms of reference above.
- 71.8 When the member of the Executive receives an application to review cases other than termination of employment or demotion, he or she must make a determination within 10 days.
- 71.9 If the matter is complex, the member of the Executive has a conflict of interest, or it relates a termination of employment or demotion, it will be referred to a Review Committee within 5 days.

Review committee

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

Review Committee composition

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

Powers and notification

71.16 The member of the Executive has five (5) days to notify the staff member, their supervisor and the original decision maker of their findings, within the Terms of Reference, and the actions to be taken. The member of the Executive may determine that:

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

Review process

71.17 Where it considers that discrimination or victimisation may have influenced the original decision, the Review Committee may seek and take into account any further material it believes appropriate.

71.18 During the review process the staff member and/or the member of the Executive:

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

72 Dispute avoidance and settlement

General principles to apply

72.1 The purpose of this provision is to avoid and resolve industrial disputes through sharing information, explanation, consultation, cooperation and negotiation. Where a dispute arises out of or in connection with any matter relating to conditions of employment contained in this Agreement, the procedures below will be followed in an attempt to settle the matter in dispute.

- In the first instance an attempt should be made to resolve the dispute at the local level or where appropriate, utilising the grievance process in [clause 70 \(grievance resolution\)](#).
- 72.2 Without prejudice, until the procedures of this clause have been exhausted, work will continue as normal and no industrial action will be taken. The University will not take action likely to exacerbate the dispute by changing work, staffing and/or the organisation of work if subject to the dispute.
- 72.3 Where a genuine safety issue arises, the University will not require staff to work in an unsafe environment. Staff will accept reassignments, suitable alternative work and relocation until their normal workplace has been declared safe.

Internal dispute settling procedure

- 72.4 The relevant union(s) will notify the Director - Human Resources, in writing, of the matter in dispute in relation to the application of this Agreement.
- 72.5 The parties will nominate agreed representatives within 5 working days of receiving written notice of the dispute to meet and attempt to resolve the matter. Where necessary for the purposes of their investigation, the nominated representatives will have access to personnel files (subject to the consent of the staff member(s) concerned), position descriptions, assessments, reports and other relevant documents (except those restricted by relevant legislation) and may interview relevant people both internal and external to the University and carry out job inspections.
- 72.6 The nominated representatives will report of their findings and recommendations in writing to the Director - Human Resources and an authorised officer of the union(s) concerned.
- 72.7 If the matter is not resolved, the Director - Human Resources will arrange a conference between such representatives that the Director - Human Resources and the authorised officer of the union(s) determine appropriate. Assistance may be obtained from an independent person or persons to attempt to resolve the matter.
- 72.8 The Director - Human Resources and the authorised officer of the union(s) may enter into negotiations at any level either at the request of a staff member or on their own initiative about the matters in dispute or which either party regards as significant should such action be considered conducive to achieving agreement.

Further action

- 72.9 Where the dispute has not been resolved through the internal dispute settlement procedure, or if a party to the dispute refuses to engage in that procedure, the dispute may be referred to the Australian Industrial Relations Commission (the Commission) by a party to the Agreement.
- 72.10 Where the Commission determines that it has jurisdiction to arbitrate, the Commission may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by the Commission's resolution of the dispute.
- 72.11 Where the Commission determines that it does not have jurisdiction to arbitrate, the parties agree to be bound by any recommendation made by the Commission, during conciliation, to resolve the dispute.
- 72.12 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the Australian Industrial Relations Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute made by the agreed person or body.
- 72.13 It is acknowledged that if the dispute relates to an alleged ambiguity or uncertainty in this Agreement, any party may, at any time, apply for variation of the Agreement to eliminate the

alleged ambiguity or uncertainty, or the Commission may act of its own motion to take steps to vary the Agreement.

Part Seven – Ceasing Employment

73 Staff resignation

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

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

74 General notice periods

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

Reason for termination	Relevant provisions of this Agreement (clause number)	
	Academic staff	General staff
Annulment of probation	28	28
Resignation	73	73
Ceasing employment on the grounds of ill health	78	78
Redundancy	66	66
Underperformance	67	67
Serious misconduct	68	68

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

Reason for termination	Relevant provisions of this Agreement (clause number)
Resignation	73
Underperformance	67
Expiry of fixed term appointment	74
Serious misconduct	68

74.3 Notwithstanding clauses [74.1](#) and [74.2](#), the University may also terminate a general staff member's employment where loss of a licence or qualification, or other circumstances which do not constitute medical incapacity, unsatisfactory performance or misconduct for the purposes of this Agreement, result in the staff member becoming incapable of performing the duties of his or her position for an unreasonable period of time. In such circumstances, the University will redeploy the staff member wherever practicable.

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

Reason for termination of appointment	Minimum notice period
Annulment of probation – other than continuing,	5 weeks

academic appointment	
Annulment of probation - continuing, academic appointment	5 weeks
Underperformance	5 weeks
Serious misconduct	Nil weeks (subject to review rights in Clause 71 (review of decisions))
Redundancy – continuing academic appointment and RASCE	5 weeks
Redundancy – continuing general staff appointment	6 weeks
Ceasing employment on the grounds of ill health	6 months

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

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

- 74.9 Payment in lieu of the notice period, or in lieu of the un-worked portion of the notice period, will be made if:
- a staff member has been provided with less notice than the applicable notice period required;
 - the staff member requests payment in lieu of the notice and the delegate approves the payment in lieu of notice; or
 - the delegate decides that the staff member is not required to work-out the notice period.
- 74.10 Where a fixed term staff member is to receive payment in lieu of notice in accordance with [clause 74.9\(a\)](#) above, the staff member's employment will terminate on the expiry date of the contract.
- 74.11 Where a staff member is to receive payment in lieu of notice in accordance with [clause 74.9\(b\) or \(c\)](#) above, the staff member's employment will terminate upon the delegate's approval of the staff member receiving the payment.
- 74.12 A staff member who requests payment in lieu of notice in accordance with [clause 74.9\(b\)](#) above may not seek a review of the decision to terminate the employment under [clause 72](#) (Dispute avoidance and settlement).

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

75.1 If a transfer opportunity as specified in [clause 17.2](#) (continuing (contingent funded) employment) does not exist, the staff member will be eligible for severance payment in accordance with clause 77 (below) and the staff member will be provided with a minimum of 4 weeks' notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.

75.2 Severance payments for staff on continuing (contingent funded) employment will be in accordance with [clause 77](#) (Severance pay table below).

75.3 A staff member who, having been informed in writing that no further employment is available, and who seeks and finds alternative work outside the University will be entitled to receive severance payment in accordance with [clause 77](#) (Severance pay table below).

76 Eligibility for severance payments – fixed term staff

76.1 Subject to [clause 76.2](#) below, a fixed term staff member is entitled to severance pay if he or she:

- (a) is on a second or subsequent fixed term appointment and the same or substantially similar duties are no longer required by the University; or
- (b) the work continues to be required but another person has been or will be appointed to the same or substantially similar duties.

76.2 Severance pay will not apply where the staff member has:

- (a) been employed under a senior management contract or an employment scheme;
- (b) resigned or declined the offer of further employment;
- (c) been employed on a single fixed term contract ;
- (d) has obtained further employment within the University without the loss of accrued entitlements; or
- (e) the University has assisted the staff member in securing the same or similar employment with another employer, with a transfer of all accrued entitlements.

77 Severance pay will be paid in accordance with the following table:

Period of continuous Service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 7 years	8 weeks' pay
7 years and less than 9 years	9 weeks' pay
9 years and less than 10 years	10 weeks' pay
10 years and less than 11 years	11 weeks' pay
11 years and less than 12 years	12 weeks' pay
12 years and less than 13 years	13 weeks' pay
13 years and less than 14 years	14 weeks' pay
14 years and over	15 weeks' pay

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

77.1 Staff members with an existing fixed term contract, entered into prior to 17 March 2006 that has not been extended or renewed after that date, will be entitled to the severance payments set out in the Australian National University Enterprise Agreement 2005-2008 subject to [clause 75](#) (continuing (contingent funded) employment – severance and notice periods) and [clause 76](#) (eligibility for severance payments) of that Agreement.

77.2 Payment of severance may be delayed for up to nine weeks to facilitate continuation of service, but will be paid on termination if it is agreed the staff member is not likely to be offered further employment by the University.

77.3 By agreement, payment of outstanding leave may also be delayed for nine weeks to facilitate continuation of service. Leave balances will be reduced accordingly when payment is made.

78 Ceasing employment as a result of ill health

78.1 Ill health assessment

(a) before the University commences action related to the following provisions it will first consider providing reasonable workplace adjustments to staff who have a disability or medical condition affecting their ability to undertake the inherent requirements of the position.

(b) a staff member whose capacity to perform the duties of his or her position is in doubt, apparently as a result of a medical condition, may be required by the University to undergo a medical examination. Unless there is well founded concern regarding immediate harm as a result of the illness to the staff member or others, the University will give not less than 2 months' notice that a medical examination is required; choose the medical practitioner; and pay for the cost of the examination.

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

(d) a copy of the medical practitioner's report will be provided to the delegate and the staff member.

(e) where the medical report states that the staff member is unable to perform his or her duties, and is unlikely to be able to perform them and/or resume them within 12 months:

- i. the University will first consider reasonable workplace adjustment before it takes any action.
- ii. if reasonable workplace adjustment is not possible the University may take action it considers reasonable under the circumstances.
- iii. if the University decides to terminate the employment of the staff member, it will do so by providing the staff member with 6 months' notice in writing.
- iv. the staff member may seek review of the termination decision.
- v. the staff member may submit a resignation before the University terminates his or her employment, provided the last day of duty is within a reasonable period.

(f) where a staff member refuses to undergo a medical examination:

- i. within 3 months of a written notification to do so, the University may reasonably conclude that the staff member is unable to perform his or her duties and is

- unlikely to be able to resume them within 12 months, and may terminate employment giving 6 months' written notice.
- ii. this will not constitute misconduct.

78.2 Superannuation applications

- (a) at any time during the processes in [clause 78.1 \(b\) to \(f\)](#) above, a staff member may apply to his or her superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Further action under this clause will be suspended until the outcome of the superannuation application is known.
- (b) pending the superannuation fund's decision, and subject to the provision of medical certificates, the staff member may use accrued leave entitlements and, if all paid leave entitlements have been used, will remain on leave without pay.
- (c) where the superannuation fund approves a temporary incapacity benefit, the University will give effect to the superannuation fund's instructions for payment.
- (d) if, following a period of temporary incapacity benefit payments, the superannuation fund decides that the staff member is capable of resuming work, the University may dispute the decision and proceed with the medical examination provided for in [clause 78.1 \(b\)](#).

78.3 Review

- (a) within 10 working days of receiving notice of termination under [clause 78.1 \(e\)](#), the staff member or, where the staff member has chosen, his or her union or staff representative, may request that a medical panel review the findings of the medical report.
- (b) the medical panel will comprise three medical practitioners, being: one appointed by the University; one recommended by the staff member or where they have chosen, their union or staff representative; and one appointed by the President of the ACT Branch of the Australian Medical Association.
- (c) the medical panel must not include the practitioner who made the initial report and will as far as possible apply the same standards that would be used by the staff member's superannuation scheme in granting permanent disablement or other similar benefit.
- (d) the staff member's employment will not terminate prior to the medical panel reporting its findings.

79 Voluntary early retirement schemes

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