



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian National University Students Association Inc
(AG2016/5412)

STUDENT ASSOCIATIONS OF THE AUSTRALIAN NATIONAL UNIVERSITY ENTERPRISE AGREEMENT 2016-2019

Australian Capital Territory

COMMISSIONER MCKENNA

SYDNEY, 8 SEPTEMBER 2016

*Application for approval of the Student Associations of the Australian National University
Enterprise Agreement 2016-2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Student Associations of the Australian National University Enterprise Agreement 2016-2019* (“the Agreement”). The application has been made by the Australian National University Students Association Inc (“the applicant”) pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). The Agreement is a multi-enterprise agreement covering the applicant, as well as the Australian National University Postgraduate and Research Students Association Inc and the Australian National University Student Media Inc.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met. As the Agreement does not contain a complying consultation term, the model consultation term is taken to be a term of the Agreement.

[3] Moreover, I note that the long service leave clause purports to provide leave entitlements different from those in the *Long Service Leave Act 1976* (ACT) in a way that is detrimental for employees. As such, and as discussed in proceedings with the parties, the considerations discussed in *Re Armacell Pty Ltd* [2010] FWAFB 9985 at [29]-[30]; (2010) 202 IR 38 arise.

[4] The National Tertiary Education Industry Union has given notice under s.183 of the Act that it wishes to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date is 30 September 2019.



Printed by authority of the Commonwealth Government Printer

<Price code A, AE421023 PR585207>



STUDENT ASSOCIATIONS OF THE AUSTRALIAN NATIONAL UNIVERSITY

Enterprise Agreement 2016 - 2019

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2 TITLE

2.1.1 This Agreement shall be referred to as the Student Associations of the Australian National University Enterprise Agreement 2016 – 2019.

3. OPERATION OF THE AGREEMENT

3.1.1 This Agreement was negotiated between the Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc., the Australian National University Student Media Inc. and the National Tertiary Education Industry Union. This Agreement shall be effective from the date it is approved by The Fair Work Commission and shall have a nominal expiry date of 30 September 2019.

4 DEFINITIONS

- Act means the Fair Work Act 2009

- Agreement means the Australian National University Student Associations' Enterprise Agreement 2016 – 2019.
- Association means the Australian National University Student Association Inc. (ANUSA), the Australian National University Postgraduate and Research Students Association Inc. (PARSA) or the Australian National University Student Media Inc. (ANUSM).
- Employee means a person employed by an Association.
- Employer means the Australian National University Student Association Inc. (ANUSA) the Australian National University Postgraduate and Research Students Association Inc. (PARSA) or the Australian National University Student Media Inc. (ANUSM).
- FWC means the Fair Work Commission.
- Immediate family means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- Union means the National Tertiary Education Industry Union.
- Representative means a friend, colleague (but this person shall not be a practising barrister or solicitor).
- Supervisor means the person who is responsible for the day-to-day supervision of the employee.
- University means the Australian National University.

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

5 RELATIONSHIP TO AWARDS, AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

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

5.1.2 To the extent that a term of this Agreement contravenes section 55 of the Act (which deals with the interaction between an enterprise agreement and the National Employment Standards), the term will be read and interpreted so that it does not contravene section 55 of the Act.

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

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

6 RE-OPENING NEGOTIATIONS

6.1.1 The parties agree that at least six months prior to the nominal expiration of this Agreement, they will re-open negotiations with a view to negotiating a new agreement.

7 APPLICATION, COVERAGE AND PARTIES

7.1 Parties

7.1.1 The parties to this Agreement are:

- The National Tertiary Education Industry Union (NTEU)
- The Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc. and the Australian National University Student Media Inc.
- All professional and administrative employees of the Australian National University Students Association Inc., the Australian National University Postgraduate and Research Students Association Inc. and the Australian National University Student Media Inc.

7.2 Provisions of this agreement not applying to casual employees

7.2.1 The following provisions will not apply to casual employees

- Sub-clause 14.2 Part-Time Employment
- Sub-clause 13.3 Fixed-Term Employment
- Clause 15 Probationary Procedures
- Clause 15.3 Performance Appraisal
- Clause 19.5 Public Holidays
- All paid Leave provisions except Clause 38 Long Service Leave and Clause 27 Workers' Compensation Leave and Make-up Pay. Casual employees shall be entitled to unpaid leave in relation to all Leave provisions, subject to the same evidentiary requirements as apply to paid leave entitlements for other employees.
- Clause 21 Overtime (except as specified for casual employees)
- Clause 22.3 Ill Health Retirement
- Clause 23.4 Redundancy Procedures

8 ANTI DISCRIMINATION

8.1.1 The Associations take a no tolerance stance in relation to discrimination in our workplace. Discrimination is an unacceptable form of behaviour which will not be tolerated under any circumstances.

8.1.2 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, nationality, immigration, social origin, sexual orientation or gender identity, age, disability, medical record, marital status, carer or family responsibilities, pregnancy, breastfeeding, ethnic or ethno- religious background, trade union membership or activity, political opinion or religious belief or national identity.

9 DISPUTE RESOLUTION PROCEDURES

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

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

9.1.3 Where the steps in clause 9.1.2 are unsuccessful or the Union or the Association(s) wishes to raise a dispute, the employee, a representative of the Union or other nominated employee representative and the appropriate representative of management shall discuss the dispute and attempt to reach agreement.

9.1.4 Where a dispute is not resolved under clause 9.1.3, including where there is disagreement as to whether the dispute is capable of being dealt with under this procedure, the employee or a representative of the employee with the authority to resolve the dispute and a manager of the Association(s) with authority to resolve the dispute shall meet within 5 working days, unless agreed otherwise, and shall attempt to resolve the matter within 5 working days of its first meeting. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by either party.

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

9.1.6 Should the dispute not be resolved by the processes referred to in clause 9.1.4 or if either party fails to engage in the processes referred to in clause 9.1.4, the matter may, at the election of the referring party, being the employee or a representative of the employee or the Union or Association(s), be referred to the FWC for resolution.

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

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

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

10 NO EXTRA CLAIMS

10.1.1 The parties agree not to pursue any extra claims relating to any matters covered by this Agreement during the period of operation of this Agreement, unless the Agreement specifically contemplates such extra claim or under provision of clause 13.

11 FREEDOM OF ASSOCIATION

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

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

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

12 SALARIES AND CLASSIFICATIONS

12.1 Professional employees

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

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

12.1.3 Positions in the Associations shall be classified according to the "work value" principle with reference to positions at the University as direct comparators and the DWM primary descriptors (adopted at the University) as a classification framework.

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

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

12.1.6 Where it is likely that an increment may be withheld the employee shall be advised in writing three months prior to the increment date. Such advice shall include the action required by the employee if they are to be eligible for incremental advancement

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

12.2 Payment of Wages

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

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

13 SALARY INCREASES

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

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

14 TYPES OF EMPLOYMENT

14.1 Continuing employment

14.1.1 Continuing employment means all employment other than fixed term or casual employment. A continuing appointment is made for an indefinite period and may be full time or part time.

14.2 Part time employment

14.2.1 Part time employment may be continuing, or fixed term. A part time employee is entitled to the same employment conditions, calculated on a pro rata basis, as an equivalent full time employee.

14.3 Fixed term employment

14.3.1 Fixed term employment means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Fixed term appointments may only be used where an employee is carrying out a limited time defined project, task or role, implementing a research project, temporarily replacing an employee on leave, as a pre-retirement contract, to fill a position funded by external funding (not being a position funded by an operating grant from government or student fees) or for the purposes of undertaking a studentship.

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

14.4 Fixed Term Contract Non-Renewal separation payment

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

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

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

14.5 Casual employment

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

14.6 New or Vacant Positions

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

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

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

14.6.4 Where no expressions of interest are received, or none of the employees expressing interest meets the selection criteria to a degree where they could effectively carry out the duties with minimal training, the Association may choose to advertise the position externally.

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

14.6.6 This clause shall not apply to casual staff appointments.

15 ASSOCIATION POLICIES AND PROCEDURES

15.1.1 This agreement is supported by Association policies and procedures to provide more detailed guidance to employees on the application of the provisions of this agreement. Particular policies are identified in the relevant clause, however they are not incorporated into and do not form part of this agreement. If there is any inconsistency between this agreement and a policy, the express terms of the agreement will prevail.

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

16 DUTIES AND PERFORMANCE

16.1 Appointment

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

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

16.2 Probation

16.2.1 All ongoing and short term appointments are subject to a probationary period of a minimum of 3 months which can be extended to a maximum of 9 months. Probation will be managed in accordance with the procedures contained in Schedule C to this Agreement.

16.2.2 Casual employees are not subject to probation.

16.3 Work Arrangements

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

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

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

16.4 Performance Review and Personal Development

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

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

16.5 Underperformance

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

16.6 Misconduct

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

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

17 REMUNERATION

17.1 Base Salary

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

17.2 Salary Packaging

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

17.3 Higher Duties

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

17.3.2 The allowance will be:

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

17.4 Casual employees

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

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

18 Superannuation

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

18.1.2 If an employee is eligible to join UniSuper and have chosen not to become a member of that fund in relation to their employment with the Association, the Association will make contributions to the complying fund of their choice at the same rate as would be made to UniSuper. Contributions must be able to be made by electronic funds transfer.

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

19 TRAVEL AND OTHER EXPENSES

19.1 Travel Assistance

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

19.2 Motor Vehicle Allowance

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

19.3 Loss or Damage to Clothing or Personal Effects

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

19.4 Responsibility Allowance

19.4.1 If an employee is appointed as a First Aid Officer or a Health and Safety Representative and continues to demonstrate skills, knowledge and commitment to that role, they will be paid a fortnightly allowance of \$22.50.

20 LEAVE

20.1 General

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

20.2 Annual Leave

20.2.1 Employees are entitled to 22 days paid Annual Leave per annum which is cumulative and accrues on a daily basis. Employees may access their Annual Leave at half pay.

20.2.2 If an employee has in excess of two (2) years' annual leave entitlement, and they have not applied for leave which will eliminate the excess, the employee's supervisor will inform them that leave must be taken at a mutually agreed time within the next four (4) months. The amount of leave to be taken must be sufficient to reduce the excess leave, to below the one (1) years' annual leave entitlement.

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

20.3 Personal Leave

20.3.1 Employees are entitled to 20 days paid Personal leave per annum for personal illness, bereavement or for care of immediate family or member of the employee's household, essential religious or cultural purposes; wellbeing or compassionate grounds. Employees with more than 3 years' service are entitled to 25 days paid Personal/Carer's leave per annum. Bereavement leave of five paid days per occurrence will be granted where a member of an employee's family or household dies or suffers a life-threatening illness or injury. This leave is in addition to Personal Carers leave

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

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

20.3.4 If an employee has no entitlement to paid Personal Leave, they are entitled to unpaid carer's leave in accordance with section 102 of the Fair Work Act 2009.

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

20.3.6 For the purposes of personal leave immediate family means spouse, de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of your spouse or de facto partner.

20.4 Domestic Violence

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

20.4.2 An employee experiencing family violence who has provided satisfactory proof in accordance with the Associations' policy will have access to 5 days (pro rata) per year (non-cumulative) special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

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

20.5 Public Holidays

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

20.6 Leave over Christmas Period

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

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

Parental Leave

20.7.1 After 12 months' continuous service, an employee will be entitled to 52 weeks' absence of which 20 weeks' leave will be at full pay or 40 weeks at half pay. Paid leave to a maximum of 20 weeks will count for service for all purposes. If the employee's partner is also employed by the Association, the unpaid leave may be shared with the partner, but the total unpaid leave remains the same.

Paid Adoption Leave

20.7.2 After 12 months' continuous service, if an employee adopts a child and is the primary caregiver for the adopted child, the employee will be entitled to 20 weeks leave at full pay or 40 weeks at half pay for adoption purposes. Paid leave to a maximum of 20 weeks will count for service for all purposes.

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

Paid Fostering Leave

20.7.4 After 12 months' continuous service, if an employee is appointed as a legal foster carer, the employee will be entitled to paid Fostering Leave of 20 weeks for the purposes of fostering a child. Fostering Leave may be taken in one block or as separate absences over a period of time at the discretion of the employee's supervisor. The fostered child must not be a child or step-child of the employee's or the employee's partner unless that child had not been in the custody and care of the employee's or the employee's partner's for a significant period. Paid leave to a maximum of 20 weeks will count for service for all purposes

Unpaid Parental (Maternity, Paternity, Adoptive) Leave

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

Paid Partner Leave

20.7.6 After 12 month's continuous service, an employee will be entitled to 10 days paid Partner Leave within 1 month of the birth, adoption or fostering of a child. If the employee accesses paid Parental Leave, Adoption Leave or Fostering Leave they are not entitled to Paid Partner Leave for that child.

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

20.8 Long Service Leave

20.8.1 Employees will be entitled to long service leave of thirteen weeks after ten years' service and at the rate of 1.3 weeks for every additional year of service thereafter. Such leave shall be on full pay unless you elect to convert all or part of the period of entitlement to double the period by taking leave on half pay. Employees are entitled to service credits for long service leave purposes for employment with other student associations and Australian universities, but the President/Editor in Chief may require you to work up to 3 years with the Association before Long Service Leave is taken. Long Service Leave also payable as per the following table.

Circumstances	Qualifying Period
Retirement; Redundancy; Ceasing employment on the grounds of ill health; death in service	4 years minimum continuous service
Resignation, dismissal	7 years minimum continuous service

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

20.9 Leave for Defence Reservists

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

20.10 Community Service Leave

20.10.1 An employee will be entitled to Community Service Leave in accordance with section 108 of the Fair Work Act 2009, including leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties. Community Service leave for emergency services reasons may be paid or unpaid at the discretion of the President/Editor in Chief.

20.11 Jury Service/Called as a witness

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

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

20.12 Trade Union Training Courses and Seminars

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

20.13 Purchased Leave

20.13.1 Employees are entitled to purchase an additional 4 weeks Annual Leave in accordance with the Associations' Purchased Leave Scheme.

20.13 Other Leave

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

21 FLEXIBLE WORKING HOURS

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

21.2 Breaks

21.2.1 The Association will ensure that employees will not be required to work more than five consecutive hours without a meal break of at least 30 minutes. Time taken as meal breaks will not be paid for and will not be counted as time worked.

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

21.3 Flexible working arrangements

21.3.1 Employees may request flexible working arrangements in accordance with section 65 of the FW Act. Approval to undertake part-time work must not be withheld for employees with responsibility for the care of a child under six years of age.

21.3.2 The above clause does not prevent an employee from requesting flexible working arrangements including part-time work, job sharing and home based work, in circumstances other than those in section 65 of the FW Act. The Associations are willing to sympathetically consider requests from employees who wish to enter into job share or other flexible working arrangements. Such requests will be dealt with on a case -by- case basis

22. OVERTIME AND MEAL ALLOWANCE

22.1 Overtime

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

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

22.1.3 The rates payable for overtime are as follows:

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

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

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

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

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

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

22.2 Time Off in Lieu (TOIL) of overtime payment

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

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

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

22.3 Overtime Meal Allowance

22.3.1 Where an employee works overtime to the end of or beyond a meal period, they will receive a meal allowance of \$22.50.

23. TERMINATION OF EMPLOYMENT

23.1 General Termination Provisions

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

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

23.2 Termination by the Employee

23.2.1 An employee may resign by giving 2 weeks written notice to the President.

23.2.2 A casual employee's employment may be terminated by the Association or the employee by giving one hour's notice, or by the Association paying or the employee forfeiting one hour's salary in lieu of notice.

23.3 Termination by the President

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

23.3.2 The President may, in writing, terminate employment in the following circumstances:

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

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

23.3.4 Any action to terminate employment on the grounds of:

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

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

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

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

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

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

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

23.4 Termination due to Redundancy

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

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

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

Consultation process

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

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

- Redeployment,
- Retraining for alternative service
- Relocation.

Period of notice

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

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

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

Redeployment

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

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

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

Entitlements

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

- Payment of accrued annual leave,
- Pro-rata long service leave (where minimum service conditions have been met.),
- Any unexpired notice period, and
- Three weeks' pay at the ordinary rate for every 12 months of completed service or pro-rata for part years or fractional service, with a minimum payment of six weeks.

Disputes

23.4.13 The Dispute Resolution Procedure of this Agreement is the appropriate mechanism to invoke a review of decision regarding redundancy.

23.5 Return of Property

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

24. CONSULTATION ON MAJOR CHANGE

24.1 Principles

24.1.1 It is recognised by both parties that elected officers and paid Association employees have a more complicated relationship than under normal employment relationships, and that both parties are dependent on each other for advice and direction.

24.1.2 Where an Association has made a definite decision to introduce changes which are likely to have significant impact upon or materially affect Employees, the Association will notify the affected Employees and the Union before implementation.

24.1.3 "Significant impact" includes changes in the composition, operation or size of the Association's workforce or in the skills required, including a decision to outsource any functions; the elimination or diminution of job opportunities, promotion opportunities or tenure; the need for re-training or transfer of employees to other work locations; the restructuring of organisational units and changes to an Employee's regular roster or ordinary hours of work.

24.1.4 Employees may appoint a representative for the purposes of the procedures in this clause.

24.2 Consultation arrangements

24.2.1 When an Association proposes changes which are likely to have significant impact, the Association will consult with the employees likely to be affected or their nominated representative and with the Union concerning the nature of the changes and the effect the changes are likely to have on the Employees concerned as early as practicable.

24.2.2 The Association shall provide the affected employees or their nominated representative and the Union with relevant information, provided that the Association shall not be required to disclose confidential information which would be inimical to its interests.

24.2.3 For the purposes of such consultation the Association shall provide in writing to the employees concerned, their nominated representative and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees.

24.2.4 The Association shall allow a reasonable time for consultations and shall give consideration to matters raised by the affected employees, their nominee and/or the Union, including any impact on an Employee's family or caring responsibilities.

24.3 Implementation – consultation

24.3.1 As early as practicable after reaching a final decision to implement the changes, the Association shall consult with the affected employees and the Union about the implementation of that change and explore measures to avert or mitigate any adverse effects of the changes upon the affected employees, and shall give prompt consideration to matters raised in the process.

25 RESOLVING WORKPLACE ISSUES

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

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

26 JOINT CONSULTATIVE COMMITTEE

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

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

27 FLEXIBILITY PROVISION

27.1.1 An employee and the President/Editor in may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- the agreement deals with 1 or more of the following matters:
 - arrangements about when work is performed;
 - allowances;
 - remuneration; and

the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

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

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

- are about permitted matters under section 172 of the Fair Work Act 2009; and
- are not unlawful terms under section 194 of the Fair Work Act 2009; and
- result in the employee being better off overall than the employee would be if no arrangement was made.

27.1.3 The employer must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the employer and employee; and
- is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- states the day on which the arrangement commences.

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

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

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

28 WORKERS COMPENSATION AND MAKE-UP PAY

28.1.1 An employee shall be entitled to "make-up" payments for any absence for which the employee is entitled to workers compensation, up to a maximum period of 6 months. Such make-up payments

shall be the difference between the employee's ordinary weekly salary and the workers compensation payments for the period of the absence.

29 BREASTFEEDING

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

30 CHILDCARE

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

31 WORK, HEALTH AND SAFETY

31.1.1 The parties to this agreement recognise their mutual responsibility for:

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

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

31.1.3 To facilitate its commitment, and in accordance with legislation and Association policy, the Association shall consult with its staff on all significant Work, Health and Safety matters. The Associations shall manage its health and safety standards through its Work, Health and Safety Committee, designated working group, and health and safety representative.

SIGNATORIES TO THE AGREEMENT

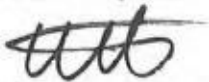
SIGNATURES

Signed before and on behalf of the:

Australian National University Students Association. Inc.

Position: President

Name: Benjamin Gill



Address: Student Facilities, Level 1, Bldg. 17
Australian National University
ACTON. ACT 2601

In the presence of:

Date: 19 August 2016



Post Graduate and Research Students Association. Inc.

Position: President

Name: Alyssa Shaw



Address: Student Facilities, Level 1, Bldg. 17
Australian National University
ACTON. ACT 2601

In the presence of:

Date: 30 August 2016



Australian National University Student Media. Inc.

Position: Editor in Chief

Name: Ria Pflaum



Address: Shop 15, Lena Karmel Building,
26 Barry Drive,
Canberra ACT 2601

In the presence of:

Date: 3 August 2016



National Tertiary Education Industry Union

Position: General Secretary

Name: Grahame McCulloch

Address: Level 1, 120 Clarendon Street, South Melbourne VIC 3205



In the presence of:



Date: 29 August 2016

Bargaining Representative

Name: Jeremy Hoskins

Position: Brian Kenyon Student Space Manager

Address: Student Facilities, Level 1, Blg. 17

Australian National University

ACTON ACT 2601



In the presence of:



Date: 30 August 2016

Bargaining Representative

Name: Emily Yam

Position: Student Assistance Officer

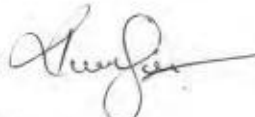
Address: Student Facilities, Level 1, Blg. 17

Australian National University

ACTON ACT 2601



In the presence of:



Date: 30 August 2016

Bargaining Representative

Name: Katherine Jean Morrell

Position: Communications Officer

Address: Student Facilities, Level 1, Blg. 17

Australian National University

ACTON ACT 2601



In the presence of:



Date: 30 August 2016

**Student Associations of the Australian National University
Enterprise Agreement 2016 – 2019.**

Schedule A – Classifications and Salaries

Classification	14 July 2016 \$	July 2017 \$	July 2018 \$	July 2019 \$
ANU 1.1	42,740			
ANU 1.2	43,636			
ANU 1.3	44,528			
ANU 2.1	50,359			
ANU 2.2	51,587			
ANU 2.3	52,713			
ANU 3.1	54,722			
ANU 3.2	56,736			
ANU 3.3	58,696			
ANU 3.4	60,782			
ANU 4.1	61,150			
ANU 4.2	63,236			
ANU 4.3	65,343			
ANU 4.4	66,453			
ANU 5.1	67,891			
ANU 5.2	69,977			
ANU 5.3	72,188			
ANU 5.4	74,392			
ANU 6.1	76,696			
ANU 6.2	80,318			
ANU 7.1	84,311			
ANU 7.2	88,658			
ANU 8.1	95,181			
ANU 8.2	101,951			
SM 2	122,466			

Student Associations of the Australian National University Enterprise Agreement 2016 – 2019.

Schedule B – Classification Descriptors

Salary structure

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

All student association (ANUSA, PARSA & ANUSM) staff positions will continue to be linked to and classified in accordance with the ANU Officer or Senior Manager structures. Positions will be classified at the level which most accurately reflects the work performed by the Association employee, taking into account the skills and responsibilities required to perform that work.

The Australian National University position descriptors are reproduced below.

Australian National University Officer (ANUO) Levels 1 - 10

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

Definition 1:	Supervision
Close supervision:	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
Routine supervision:	Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
General direction:	Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

Broad direction:	Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives.
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Definition 2:	Qualifications
Within the Australian Qualifications Framework	
Year 12:	Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.
Trade certificate:	Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.
Post-trade certificate:	A course of study over and above a trade certificate and less than a Certificate IV.
Certificates I and II:	Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.
Certificate III:	A course that provides a range of well-developed skills and is comparable to a trade certificate.
Certificate IV:	A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part time post-Year 12 or post-trade certificate course.
Diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to two years full time post-Year 12 study.
Advanced diploma:	A course at a higher education or vocational educational and training institution, typically equivalent to three years full time post-Year 12 study.
Degree:	A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.
Postgraduate degree:	A recognised postgraduate degree, over and above a degree as defined above.
Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.	

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

ANUO Level 1

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

ANUO Level 2

Training level or qualifications:	Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, or completion of year 12 without work experience, or completion of Certificates I or II with work related experience, or an equivalent combination of experience and training.
Occupational equivalent:	Administrative assistant, security patrol officer.
Level of supervision:	Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).
Task level:	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Organisational knowledge:	Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.
Judgement, independence and problem solving:	<p>Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.</p> <p>A staff member at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</p>
Typical activities:	<p>Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.</p> <p>Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.</p>

ANUO Level 3

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

	<p>tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including:</p> <p>standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics,</p> <p>provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel, process accounts for payment.</p>
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ANUO Level 4

Training level or qualifications:	<p>In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.</p> <p>In technical assistant positions:</p> <p>assist a technical officer in operating a laboratory, including ordering supplies</p> <p>assist in setting up routine experiments</p> <p>monitor experiments for report to a technical officer</p> <p>assist with the preparation of specimens</p> <p>assist with the feeding and care of animals.</p> <p>Staff would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.</p> <p>In administrative positions, perform a range of administrative support tasks including:</p> <p>standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics</p> <p>provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel</p> <p>process accounts for payment.</p>
Occupational equivalent:	Technical officer or technician, administrative above Level 3, advanced tradespersons.
Level of supervision:	<p>In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction.</p> <p>May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.</p>
Task level:	May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

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

ANUO Level 5

Training level or qualifications:	Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to: completion of a degree without subsequent relevant work experience, or completion of an advanced diploma qualification and at least 1 years subsequent relevant work experience, or completion of a diploma qualification and at least 2 years subsequent relevant work experience, or completion of a Certificate IV and extensive relevant work experience, or completion of a post-trades certificate and extensive (typically more than 2 years) relevant experience as a technician, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.
Level of supervision:	In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.
Task level:	Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.
Organisational knowledge:	Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.
Judgement, independence and problem solving:	In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems.

	In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.
Typical activities:	<p>In technical positions: develop new equipment to general specifications under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations under broad direction, set up, monitor and demonstrate standard experiments and equipment use prepare reports of a technical nature.</p> <p>In library technician positions, perform at a higher level than Level 4, including: assist with reader education programs and more complex bibliographic and acquisition services operate a discrete unit within a library which may involve significant supervision or be the senior staff member in an out-posted service.</p> <p>In administrative positions: responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.</p> <p>In professional positions and under professional supervision: work as part of a research team in a support role provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services provide counselling services.</p>

ANUO Level 6

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

	<p>specifications</p> <p>assist honours and postgraduate students with their laboratory requirements</p> <p>install, repair, provide and demonstrate computer services in laboratories.</p> <p>In administrative positions:</p> <p>provide financial, policy and planning advice</p> <p>service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence</p> <p>monitor expenditure against budget in a school or small faculty.</p> <p>In professional positions:</p> <p>work as part of a research team</p> <p>provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services</p> <p>provide counselling services</p> <p>undertake a range of computer programming tasks</p> <p>provide documentation and assistance to computer users</p> <p>analyse less complex user and system requirements.</p>
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ANUO Level 7

Training level or qualifications:	Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to: a degree with at least 4 years subsequent relevant experience, or extensive experience and management expertise in technical or administrative fields, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.
Level of supervision:	Broad direction. May manage other staff including administrative, technical and/or professional staff.
Task level:	Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.
Organisational knowledge:	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.
Judgement, independence and problem solving:	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.
Typical activities:	In a library, combine specialist expertise and responsibilities for managing a library function. In student services, the training and supervision of other professional staff combined with policy development responsibilities which may include research and publication. In technical manager positions, the management of teaching and research facilities for a department or school.

	In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research. In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.
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ANUO Level 8

Training level or qualifications:	Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to: postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or extensive experience and management expertise, or an equivalent combination of relevant experience and/or education/training.
Occupational equivalent:	Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.
Level of supervision:	Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.
Task level:	Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Organisational knowledge:	The staff member would be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.
Judgement, independence and problem solving:	Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.
Typical activities:	Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources. Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity. Manage a small or specialised unit where significant innovation, initiative and/or judgement are required.

	Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.
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ANUO Level 9 / SM1

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

	<p>policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.</p> <p>Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.</p>
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ANUO Level 10 / SM1

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

	<p>innovation, initiative and/or judgement are required.</p> <p>Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.</p>
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Senior Manager (SM) positions

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

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

SM2

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

Student Associations of the Australian National Association Enterprise Agreement 2016 – 2019.

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

Where an employee is not able to demonstrate performance or conduct to a satisfactory standard, action will be taken to address the underperformance or misconduct. Such action will occur in a timely manner in accordance with terms of this Schedule.

The preferred outcome of any underperformance or misconduct process is that an employee will improve their performance or conduct and continue to contribute to the ongoing success of the Associations.

Throughout any process in this schedule an employee:

- Will be afforded procedural fairness;
- May seek procedural advice;
- Has the right to representation; and
- May seek a review of decision.

Definitions

Unsatisfactory Performance: means a persistent and serious failure of the employee to perform the work of the position or appointment at a level which would be reasonably required having regard to:

- the nature and purpose of the position;
- its classification; and
- any representations made by the employee at the time of selection for employment, without the presence of sufficient mitigating factors.

Improvement plan: a written agreement with a defined timeframe which details the specific improvements required and, if necessary, the additional guidance, assistance and training which would reasonably enable an employee to meet appropriate performance standards.

Disciplinary action: means formal counselling; written warnings; withholding increments; demotion from an increment point within a classification level; demotion to a lower classification; other action as recommended; or termination of employment.

Principles

The Associations will endeavour to assist employees to perform to a high standard through the setting of performance objectives against Association goals, regular feedback, and the provision of development opportunities.

The Associations' conduct expectations are specified in the Associations' Code of Conduct and associated policies.

The Associations will ensure that the steps defined within this policy are adhered to prior to any decision being made to discipline or terminate the employment of an employee for unsatisfactory performance.

An employee may seek assistance from a union or employee representative and may seek procedural advice, at any time during the processes defined within this policy.

The principles of procedural fairness and natural justice will be applied to all unsatisfactory performance processes.

All employees involved in making decisions in relation to disciplinary action or grievance processes have a duty to ensure that they are not affected by favouritism, bias or conflict of interest, and they must act fairly and impartially.

Assessments about unsatisfactory performance and any verbal or written improvement plans will have regard to the employee's career and performance development agreement and the relevant classification standards and secondary descriptors for the position.

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

Procedure

Where a supervisor has concerns about the performance of an employee the supervisor will meet with the employee as soon as reasonably practicable to discuss these concerns and establish a reasonable period of review. This will, where necessary, include:

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

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

Following the completion of a reasonable review period, if there is little or no improvement in the performance of the employee, the supervisor will work with the employee to establish an Improvement Plan and timeline to assist the employee to achieve the performance standards.

The Improvement plan will specify:

- the required performance, including performance standards;
- a clearly defined statement of the problem or performance concerns;
- the actions to be taken by both the employee and the supervisor to correct the problem; and
- the timeframe over which the employee's performance will be closely monitored. The timeframe will not normally be less than one month but may be up to 12 months in positions where it is unreasonable to have a lesser period. Where the timeframe cannot be agreed between the employee and the supervisor, the supervisor's supervisor will assess the circumstances and determine a reasonable timeframe;
- where relevant, include the employee's commitment to a program of training and/or counselling and the supervisor's commitment to provide, or release the employee to attend, such training and/or counselling; and
- a statement that any deliberate breach of any of the requirements of the Improvement Agreement may lead to an initiation of disciplinary action.

At the end of the review period outlined above, the supervisor shall advise the employee in writing that either:

- the issues are resolved, that no further action is required and any deferred increments will be paid from the date that the performance is deemed satisfactory;
- a further period of review is required, specifying the new review period; or

- that the performance is assessed as unsatisfactory performance and that proportionate disciplinary action is warranted, in which case the supervisor shall make a report to the President/Editor in Chief which will include the aspects of performance or conduct seen as unsatisfactory and the record of the attempts to remedy the problem and any issues in mitigation of which they are aware.

The President/Editor in Chief shall provide the employee with a copy of the report. The employee shall then be entitled to a reasonable opportunity, of no less than 5 working days, to submit a written report to the President/Editor in Chief.

After considering the employee's response, the President/Editor in Chief will then decide to:

- Take no action;
- Where the President/Editor in Chief is of the view that procedural fairness has not been afforded to the employee, refer the matter back to the supervisor with a direction to revisit any of the steps defined above; or
- Take proportionate disciplinary action, in which case President/Editor in Chief shall set out in writing and provide the employee a statement as to what material has been considered; what acts, omissions, or failings constitute the unsatisfactory performance; and any relevant conclusions upon which the findings are based.

Where a decision is made to take disciplinary action the employee may seek a review of this decision in accordance with the Associations review of decision provisions.

Misconduct

"Misconduct" shall mean conduct which is not serious misconduct but which is nonetheless conduct which is unsatisfactory.

"Serious Misconduct" shall mean:

- Serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties or to the work of the Association.
- Serious dereliction of the duties required of the employee's office.
- Conviction by a court of an offence which constitutes a serious impediment to the carrying out of an employee's duties or to an employee's colleagues carrying out their duties or to the work of the Association.

"Disciplinary Action" means action by an Association to discipline an employee. In the case of unsatisfactory performance and serious misconduct, disciplinary action shall be limited to (a) to (e) below. In the case of misconduct, disciplinary action shall be limited to (a) to (d) below:

- a) Formal censure or counselling (which may include a formal warning);
- b) Demotion by one classification level or one or more increments;
- c) Withholding of an increment;
- d) Suspension with or without pay;
- e) Dismissal.

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

If,

- in the case of concern over an employee's work performance, the unsatisfactory nature of performance has been brought to the attention of the employee and any support period previously agreed upon has been completed and where fair and reasonable opportunities have been given to

remedy the substantive concerns of the employer, a decision is made by the President to dismiss or discipline an employee; or,

- in the case of unsatisfactory performance or serious misconduct, allegations are made by the Association and a decision is made by the President to dismiss or discipline an employee; or,
- in the case of misconduct, allegations are made by the Association and a decision is made by the President to discipline an employee the employee shall be provided in writing with:
 - a statement of the disciplinary action to be imposed; and,
 - details of any allegations and the reasons for dismissal or disciplinary action; and
 - the date of effect of any disciplinary action or advice of any notice period to be given prior to implementation of the disciplinary action (as determined by the President according to the circumstances). In the case of dismissal, the minimum requirements for periods of notice (or payment in lieu of notice at the discretion of the President) are set out below.

Concurrently, the employee shall be advised that should he/ she wish to appeal against the decision, written notification of an intention to appeal to the Employee Appeals Committee must be lodged with the President within one week of receiving the formal notice of action to be taken. The employee shall also be advised that should an appeal not be successful any notice period may be concurrent with the appeal process.

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

If within one week of the notice, no appeal has been lodged or no notice of resignation received with a date of effect acceptable to the President, then the dismissal or other disciplinary action shall stand and be effective forthwith. In the case of dismissal the person shall then receive payment for the remainder of the formal period of notice previously notified by the President, in addition to any other entitlements payable on termination under this Agreement in the circumstances of dismissal. If an appeal is lodged it shall be heard by the Employee Appeals Committee.

Entitlements on dismissal

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

Employee's period of continuous service with the employer	Minimum period of notice
Not more than 1 year	At least one week*
1 year or more, but less than 3 years	At least 2 weeks*
3 years or more, but less than 5 years	At least 3 weeks*
5 years or more	At least 4 weeks*

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

Payment in lieu of notice

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

- an employee has been provided with less notice than the applicable notice period required;
- the employee requests payment in lieu of the notice and the President/Editor in Chief approves the payment in lieu of notice; or
- the President/Editor in Chief decides that the employee is not required to work-out the notice period.

Probation

Where the supervisor of an employee is concerned about the performance or conduct of a probationer the supervisor will in his or her report to the President/Editor in Chief, recommend they meet with the employee as soon as is reasonably practicable to discuss these concerns. During any discussions the President/Editor in Chief will advise the probationer, where relevant:

- that the performance standards have not been met and outline the deficiencies (which may relate to attendance, punctuality, commitment to work, competence/quality of work, relationship with co-workers, productivity/rate of work or other matters);
- that the probationer's performance, conduct and suitability will be closely monitored during a "review period" and outline the timeframe for the review period;
- of the expectations for improving in accordance with the performance standards; and
- that if the performance standards are not met the probationer's employment may be terminated (annulled).

During any review period the supervisor will work with the probationer on an improvement plan and timeline to assist the probationer to achieve the performance standards within the remaining probationary period. In setting the performance standards consideration will be given to:

- the appropriate standards for the Association work levels which are linked to the Professional Employee Classification levels in Schedule B of Australian National Association Student Associations Enterprise Agreement 2016-2019 ; and
- the expectations of a new employee to the Association;

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

- The probationers performance against the performance standards; and
- any extenuating circumstances that may have impacted on the probationer's performance.

Where the concerns are serious in nature, the President/Editor in Chief may forgo the review period to above and commence discussions as outlined below.

Action to Annul Employment or Extend Probation

Where the probationer's performance is unsatisfactory following the review period, the supervisor must, at least 10 working days prior to the end of the probationary period, recommend to the President/Editor in Chief that either the employment be annulled or the probation period be extended up to the maximum

period for the employment type. In either of these circumstances, the probationer will be given a reasonable opportunity to seek further advice and respond to the supervisor's recommendation.

Following consideration of the supervisor's recommendation and any response given by the probationer, the President/Editor in Chief may decide to either:

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

The President/Editor in Chief shall, in the event of a recommendation to annul the appointment and terminate the probationer's services, provide two weeks of notice of termination from the date of the decision and/or payment in lieu thereof.

Internal Review

Where an employee considers that the decision to annul their employment is unreasonable the employee may seek a review of the decision in accordance with the Review of Decisions policy. The employee's employment will not terminate prior to the completion of the review process. The employee will be suspended without pay pending the outcome of any review committee consideration, should their employment be reinstated, the Association will pay the employee an amount for the remuneration lost as a result of the suspension.

Ill health assessment

Before the Association commences action related to the following provisions it will first consider providing reasonable workplace adjustments to employee who have a disability or medical condition affecting their ability to undertake the inherent requirements of the position.

An employee whose capacity to perform the duties of their position is in doubt, apparently as a result of a medical condition, can be required by the Association to undergo a medical examination. The Association will arrange and pay for a medical examination and advise the employee member of the details of the appointment for the employee member to attend. The Association will provide reasonable notice to allow the employee member to make any necessary personal arrangements to be able to attend the examination. Unless there is well founded concern regarding immediate harm as a result of the illness to the employee or others, the notice period will normally be no less than 4 weeks. Any request by an employee for a postponement of the medical appointment will not be unreasonably refused by the Association.

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

A copy of the medical practitioner's report will be provided to the delegate and the employee.

Where the medical report states that the employee is unable to perform his or her duties, and is unlikely to be able to perform them and/or resume them within 12 months:

- the Association will first consider reasonable workplace adjustment before it takes any action.
- if reasonable workplace adjustment is not possible the Association may take action it considers reasonable under the circumstances.

- if the Association decides to terminate the employment of the employee member, it will do so by providing the employee member with 6 months' notice in writing.
- the employee may seek review of the termination decision.
- the employee may submit a resignation before the Association terminates his or her employment, provided the last day of duty is within a reasonable period.

Within 3 months of written notification to do so, where an employee refuses to undergo a medical examination:

- The Association may reasonably conclude that the employee is unable to perform their duties and/or is unlikely to be able to resume them within 12 months
- The Association may terminate employment of the employee, it will do so by providing the employee with six (6) months' notice in writing; and
- this will not constitute misconduct.

Superannuation applications

At any time during the processes in clauses 57.1 - 57.5 above, an employee may apply to their superannuation fund for a permanent disablement or temporary incapacity benefit due to a medical condition. Further action under this clause will be suspended, including the notice period, until the outcome of the superannuation application is known. Action will resume from the point of suspension once the superannuation fund decision is known.

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

Where the superannuation fund approves a temporary incapacity benefit, the Association will give effect to the superannuation funds instructions for payment.

If, following a period of temporary incapacity benefit payments, the superannuation fund decides that the employee member is capable of resuming work, the Association may dispute the decision and proceed with the medical examination provided for above

Review

Where an employee considers that the decision to terminate his/her employment is unreasonable the employee may seek a review under the Associations Review of Decisions Policy.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees;
and

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- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
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Schedule 2.3 Model consultation term

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change;
and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees;
and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).