Macquarie University
Academic Staff Enterprise Agreement 2014

This Agreement supersedes the Macquarie University Academic Staff Enterprise Agreement 2011.

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1. Title

This Agreement will be known as the Macquarie University Academic Staff Enterprise Agreement 2014.

2. Administration

2.1 Definitions

In this Agreement, the following definitions will apply:

**Academic Staff Member** means a person who is employed by the University as an academic member of staff.

**Act** means *Fair Work Act 2009* (as amended or replaced from time to time).

**Allowance** refers to a payment made, in addition to the Staff Member’s Base Salary, for performing a specific role or payment made as reimbursement for expenses. Allowances paid for 12 months or more are superannuable.

**Base Salary** means the payment made to a Staff Member pursuant to the contract of employment subject to taxation and including other lawful deductions.

**Concessional Days** are the 3 days paid leave granted to University Staff following Boxing Day and before New Years Day.

**Consultation** means that the relevant participants will exchange views and relevant information on the matter being considered and that the views expressed will be taken into account before the University makes a final decision.

**Contingent Funding** is limited-term funding provided for from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

**Continuous Service** means service with the University, which the University recognises for continuity of employment. This includes paid service, periods of approved leave and breaks in service of up to three months.

**Designated Equity Groups** include women, Indigenous Australians, people with disabilities, GLBTI staff (gay, lesbian, bisexual, transgender or intersex), and staff from culturally and linguistically diverse backgrounds.

**Director, Equity and Diversity** means the person appointed by the University as the Head of Equity and Diversity Unit or where applicable, the person acting in the position of Director of Equity and Diversity or a nominee at the equivalent level.

**Director, Human Resources** means the person appointed by the University as the Head of Human Resources or where applicable, the person acting in the position of Director of Human Resources or a nominee at the equivalent level.

**DVC or Deputy Vice-Chancellor** means the appropriate Deputy Vice-Chancellor or where applicable, the person acting in the position of Deputy Vice-Chancellor or a nominee at the equivalent level.

**Exempt Staff Member** means an Academic Staff Member who is being paid a Base Salary (excluding loadings) in excess of 115% of the salary for an Academic Level E, Step 2 as specified in Schedule 1.

**FWC** refers to the Fair Work Commission.

**Family Member** includes child (including an adult child, adopted child, foster child or stepchild); spouse or partner (including same sex partner, de facto partner or former spouse or partner);
parent, parent-in-law, foster parent or person who stands in that place; grandparent or grandchild; sibling; traditional kinship relation; or a person who stands in a bona fide domestic or household relationship with the Staff Member in which there is inferred some dependency or support role for the Staff Member.

**Head** means Head of Faculty or Office (unless there is a specific reference to Head of Department) or where applicable, the person acting in the position of Head or a nominee at the equivalent level.

**Investigator** means a person appointed under clause 4.12.

**Long-term Casual** means a person who has been employed on a casual basis for at least 3 of the preceding 5 sessions.

**Macquarie University Consultative Committee (MUCC)** is the consultative committee established under clause 4.7.

**Manager** refers to the head of a functional or organisational unit as defined by the University’s structures.

**Manager, Employee Relations** means the person appointed by the University as the Head of Employee Relations or a person acting in that position pro tem.

**NTEU** means the National Tertiary Education Industry Union.

**Parties** to this Agreement mean the University, its Staff and the NTEU.

**Period of Purchased Leave** refers to a period of leave taken in accordance with sub clauses 4.1.18-4.1.22.

**Purchased Leave Rate of Pay** means the rate of pay a Staff Member receives when their Base Salary plus any salary loadings have been reduced to cover the cost of purchased leave. To calculate the Purchased Leave Rate of Pay, the Staff Member’s Base Salary plus any salary loadings will be reduced by the number of days of purchased leave and then annualised at a pro rata rate over a 12 month period.

**Reasonable Adjustments** means assisting people with disabilities to be able to do their work by modifying some features of their work or work environment. It may include improving access to buildings and rooms, modifying equipment, redesigning jobs or work areas, or implementing more flexible work practices.

**Secondment** is an arrangement made with the mutual consent of the Head and Staff Member where a Staff Member is released under specific agreed arrangements to work in another area within the University or with another organisation for a specific period of time. Secondments will not normally be for longer than 2 years. Subject to the Managing Change clause in this agreement, a Staff Member has the right to return to their substantive position at the conclusion of a period of secondment.

**Staff or Staff Member** means an Academic Staff Member who is:

(a) a member of staff of the University covered by this Agreement; and

(b) not an Exempt Staff Member.

**Staff Representative** means an organisation or person, who is not a current practising solicitor or barrister in private practice, nominated by a Staff Member to represent them, if they so choose.

**Supervisor** means the person nominated by the University to whom the Staff Member is to report with respect to work performance, duties and performance outcomes.

**Union** in this Agreement means and refers to the National Tertiary Education Industry Union (NTEU).

**University** means Macquarie University.
Vice-Chancellor means and refers to the Chief Executive Officer of the University, or where applicable, the person acting in the position of Vice-Chancellor.

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

2.2 Persons Bound by Agreement and Term

2.2.1 This Agreement is binding on:
   (a) the University, in respect of each Academic Staff Member;
   (b) each Academic Staff Member; and
   (c) the NTEU.

2.2.2 This Agreement has a nominal expiry date of 30 June 2017.

2.2.3 Discussions on a replacement agreement will commence 3 months prior to the expiry of this Agreement.

2.3 Effect of This Agreement

2.3.1 This Agreement does not:
   (a) incorporate or otherwise include as terms of this Agreement any policy, procedure, guideline, code or other document of the University, whether or not referred to in this Agreement; and
   (b) affect the University's ability to vary, revoke or establish any policy, procedure, guideline, code or other document of the University, whether or not referred to in this Agreement, subject to sub clause 4.7.2(b).

2.4 Relationship with Awards and Other Industrial Instruments

2.4.1 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement, would apply.

2.4.2 This Agreement entirely replaces the Macquarie University Academic Staff Enterprise Agreement 2011.

2.4.3 Despite sub clause 2.4.2 above, if any party referred to in sub clause 2.2.1 (a) – (c) has, prior to the operation of this Agreement, commenced proceedings under clause 4.8 – Managing Change in the Workplace, clause 4.9 – Dispute Settling Procedures, clause 4.10 – Grievance Procedures, clause 4.11 – Unsatisfactory Performance, 4.12 Misconduct and Serious Misconduct, clause 6.2 Redundancy, Redeployment and Retrenchment, clause 6.4 – Abandonment of Employment, or clause 6.5 – Termination on the Grounds of Illness, of the Macquarie University Academic Staff Enterprise Agreement 2011, then the parties will continue such proceedings to completion in accordance with the procedures prescribed in each such clause.

2.5 Union Representation

2.5.1 The University recognises that unions are the legitimate representatives of those Staff who are their members and will provide the following support for union activities.

   Union meetings

2.5.2 Unions may hold meetings of members on the premises of the University. Adequate notice will be given to the University of the intention to hold a Union meeting. Union meetings will be held during meal or other work breaks and may only be held during working hours if agreed between the Union and the University.
2.5.3 Subject to availability, and the negotiation of a commercial lease, the University will provide accessible on-campus office space, with reasonable facilities, for Union representatives and officials. The University will also provide access to one notice board in each University building for materials authorised by the Union.

Time Release

2.5.4 A Staff Member who has been appointed as a Union representative will be allowed reasonable time to carry out responsibilities incurred as a result of the implementation of this Agreement. Staff will suffer no reduction in salary or conditions as a consequence of this time release.

2.5.5 In the interest of promoting active participation in the implementation of this Agreement and the processes of the Macquarie University Consultative Committee, the University agrees to provide 20% time release to the Branch President of the NTEU Branch or nominated delegate, on the condition that the President not access time release under any other industrial instrument.

2.5.6 The Union Branch President who has been granted time release will be considered on duty for that time and will not be disadvantaged as a result.

2.5.7 A Union representative will be considered to be on duty where he/she is required to attend an industrial tribunal as a participant or witness where the University is a party to the proceedings.

Leave to Attend Trade Union Courses

2.5.8 The University will grant the NTEU up to thirty (30) days of paid leave per year for Staff nominated by the NTEU Branch President to attend trade union training courses and conferences. Leave will be granted on the basis that a nominated Staff Member will not take more than 2 consecutive days within a limit of 5 days per calendar year. Such leave will count as service for all purposes and will be provided on the basis that the nominated Staff Members do not access leave under any other industrial instrument.

Secondment to Unions

2.5.9 The University may agree to the secondment of a Staff Member to the Staff Member’s Union for up to 6 months in the first instance, and if agreed, for a further period of up to 12 months. The Union is required to meet all costs of the secondment, including salary, superannuation and salary on costs.

2.5.10 Service whilst on secondment to a union will count as continuing service for leave and incremental purposes.

Payroll Deduction of Union Dues

2.5.11 At the request of a Staff Member, the University will provide for the deduction of trade union dues and levies from salary and the forwarding of these by the University to the Union at no charge.

2.6 Environmental Sustainability

2.6.1 The University is committed to improving the environmental sustainability of the institution by incorporating sustainable practices into its strategies and plans and by promoting a culture of sustainability.

2.6.2 The University will promote sustainability by:

(a) annual reporting on performance against sustainability targets;

(b) making such reports publicly available;
regularly informing the University community of the University's carbon emission, water and energy consumption levels, green-space and biodiversity.

2.6.3 The University will continue to develop a culture that supports sustainability by:
(a) providing training and support for staff to adopt sustainability principles and practices to achieve sustainable behaviour change in the workplace;
(b) encouraging Staff to raise matters relating to waste, pollution, or environmental mismanagement.

2.6.4 The University will support and promote the use of alternative forms of transport to and from work by:
(a) the Staff Travel Loan Scheme, which provides an interest free loan for staff to purchase quarterly, half yearly or yearly passes to travel on trains, ferries and buses;
(b) the provision of pedestrian access paths for walkers, including improvements to current path entry to the campus;
(c) the provision of cycling facilities for cyclists, including bicycle hubs and maintenance area, u-rails, and improved signage;
(d) car pooling, including dedicated car parks and permits for car pooling;
(e) investigating the provision of shuttle buses for staff to, and from, work in those areas of Sydney that are not adequately serviced by public transport;
(f) investigating transport subsidies for Staff.

2.6.5 The University is committed to consultation on the introduction and integration of practices that aim to improve the sustainability performance of the University. To assist with this goal a representative of the NTEU will be invited to attend meetings of the University’s Sustainability Representative Network.

2.7 Employment Equity and Diversity

2.7.1 The University recognises its obligations under relevant legislation not to unlawfully discriminate and will work to prevent and eliminate any such discrimination.

2.7.2 Nothing in this clause will limit the right of a Staff Member or the University to pursue a matter of discrimination in any State or Federal jurisdiction, including any application to the NSW Anti-Discrimination Board or the Australian Human Rights Commission.

Pay Equity

2.7.3 The University will continue to monitor pay equity within the University and will develop and implement appropriate strategies to identify and remedy pay inequity.

Employment Equity

2.7.4 The University will (with input from Staff from designated equity groups) develop, review and maintain policies and practices that aim to prevent and redress inequities for Staff from designated equity groups.

2.7.5 Selection and promotion criteria will be developed that value and recognise the skills and experiences of staff from designated equity groups.

2.7.6 The University will monitor selection and promotion committee outcomes and ensure that committee members are aware of and apply criteria equitably.

2.7.7 The University will identify opportunities for and barriers to career advancement for staff from designated equity groups. It will develop, implement and report on equity and diversity strategies designed to redress disadvantage in employment.
2.7.8 The University recognises that Staff with disabilities are significantly underrepresented and as part of its wider participation agenda is committed to the development and implementation of a disability employment strategy.

2.7.9 The University will make Reasonable Adjustments for Staff with disabilities to enable them to perform their duties and participate fully in the University community.

2.8 Indigenous Employment

2.8.1 For the purposes of this clause ‘Aboriginal & Torres Strait Islander person’ means a person of Aboriginal and/or Torres Strait Islander descent who identifies as an Aboriginal and/or Torres Strait Islander person and is accepted as such by his/her Aboriginal or Torres Strait Islander community.

2.8.2 The University will implement an Indigenous Pathway Program to support sustainable growth in Indigenous employment. This Program will complement the existing Indigenous employment strategy and will aim to:

(a) increase the qualifications, professional development and engagement opportunities for Indigenous people and their communities; and

(b) increase employment of Indigenous people by endeavouring to recruit and retain Indigenous people in positions across the University.

2.8.3 The initiatives of the Program will align with the University’s strategies relating to widening participation, outreach, workforce planning and professional development. The strategies aim to increase Indigenous student participation, retention and completion rates and strengthen the Indigenous candidate pool for academic and professional staff employment at the University.

2.8.4 The Program will support completion of undergraduate, postgraduate and doctoral qualifications and provide opportunities for post doctoral experience for Indigenous staff and students. The Program will include:

(a) the creation of three Level A identified positions. Recruitment for these positions will occur over the life of the Agreement;

(b) the provision of undergraduate cadetships, postgraduate scholarships, PhD scholarships;

(c) funding for professional development;

(d) dedicated professional and cultural support roles; and

(e) an identified Indigenous person responsible for the management of the integrated employment and pathway program for Indigenous staff. The position will contribute to the development and monitoring of the strategy and will work with Supervisors to facilitate its implementation across the University.

2.8.5 The University maintains its commitment to the provision of funding to support the initiatives of the Indigenous Pathway Program. Allocated funding for the Program will be no less than:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$574,200</td>
</tr>
<tr>
<td>2015</td>
<td>$803,500</td>
</tr>
<tr>
<td>2016</td>
<td>$1,032,800</td>
</tr>
</tbody>
</table>
2.8.6 Consistent with the objectives that have been established for the Patyegarang: Macquarie University’s Aboriginal and Torres Strait Islander Advancement Strategy 2012 – 2017, the University aims to increase the proportion of Indigenous Staff Members to 2.6% of the University’s FTE fixed term and continuing staff.

2.8.7 The University will develop and implement policies and practices that:

(a) respect and consider cultural, social and religious systems practised by Indigenous staff and students, and acknowledge the diversity of Indigenous cultures;

(b) are aimed at eliminating racism in the workplace;

(c) celebrate Indigenous cultural practices and identity;

(d) support initiatives for increasing the cultural understandings and competency of both Indigenous and non-Indigenous staff;

(e) support culturally responsive and responsible campus engagement activities; and

(f) recognise Indigenous knowledge as a distinct knowledge paradigm within Learning and Teaching practices.

2.8.8 The University maintains its commitment to the recruitment of Indigenous persons on merit into identified positions throughout the University. These positions will be identified as requiring an applicant to be an Indigenous Australian as a genuine occupational qualification as authorised by section 14 of the Anti-Discrimination Act 1977 (NSW). Non-Indigenous appointments to identified positions may only be made when attempts to source suitable Indigenous candidates have been unsuccessful and will normally be on a fixed-term basis.

2.8.9 Selection committees for positions identified as requiring an applicant to be an Indigenous Australian as a genuine occupational qualification will have at least one Indigenous member.

2.8.10 The University will provide to the NTEU, on an annual basis, the following information:

(a) the numbers of Indigenous Staff Members, by classification and mode of employment. The information will include the number of Indigenous staff as a percentage of all staff;

(b) higher education staff data as reported to the relevant federal government department;

(c) the participation rates of Indigenous Staff in cultural and ceremonial activities; and

(d) the retention rates and promotion numbers of Indigenous Staff.

2.8.11 The University will undertake a review of the management and structure of Indigenous staff and student operations, to ensure the University’s engagement and participation strategies are appropriately supported, integrated and promoted.

2.8.12 Following this review the University will establish an implementation and monitoring committee for the purpose of reviewing and monitoring the Indigenous Pathway Program and Indigenous employment strategy. The committee will comprise:

(a) As chair of the Committee, the Director, Indigenous Strategy;

(b) The Head, Warawara - Department of Indigenous Studies;

(c) An Executive Dean (or nominee);

(d) The Director, Human Resources or the Director, Equity and Diversity;

(e) A staff representative nominated by the NTEU;
(f) A staff representative nominated by the CPSU; and
(g) Two staff representatives, who identify as Aboriginal or Torres Strait Islander, nominated by the University.

2.8.13 The Director, Indigenous Strategy will report to a member of the executive group of the University.

2.9 Health and Safety

2.9.1 In all matters relating to health and safety, the University and its Staff will comply with relevant legislation and statutory requirements. The University will commit sufficient funding to meet Health and Safety requirements.

Health and Safety Representatives

2.9.2 The responsibilities of elected health and safety representatives (e.g., participation on health and safety advisory groups) will be taken into account by their Supervisor when determining their workloads.

Health Monitoring

2.9.3 Where, in the course of their employment, a Staff Member engages in duties and/or workplaces that expose them to hazardous substances and materials, and/or dangerous work practices the University may require the Staff Member to undergo regular medical examinations and, where necessary, receive immunisation against infectious diseases. The University will meet the cost of medical assessments and immunisations required under this Agreement. Copies of medical reports and medical tests will be provided to the University and relevant Staff.

Independent Medical Examination

2.9.4 Where the University believes that a Staff Member’s illness or injury is impacting their attendance or performance at work, or that of the Staff Member’s colleagues, the University may require a Staff Member to undergo an independent medical examination. A statement setting out the inherent duties performed by the Staff Member will be provided to the medical practitioner to assist in the assessment.

2.9.5 The University will nominate a medical practitioner to conduct the medical examination at its expense and provide written notice that a medical examination is required. The University will provide a copy of the medical report to the Staff Member.

2.9.6 The medical report will be used to inform the development of a return to work plan (or an amended plan depending on the circumstance).

2.9.7 If the medical report, referred to in sub clause 2.9.5, finds that the Staff Member will be unable to perform the inherent requirements of his or her substantive position within a 12 month period, then the University may treat this report as satisfying the provisions of sub clause 6.5.4 of this Agreement relating to Termination on the Grounds of Illness.

Provision of Uniforms and Personal Protective Equipment/Clothing

2.9.8 If Staff are required to use or wear protective equipment and/or clothing as part of their employment, this will be provided, maintained, replaced and, where appropriate, laundered or dry cleaned at the expense of the University. Staff will not be paid an allowance instead of being provided with laundry, dry cleaning or replacement of clothing.

2.9.9 The University will supply safety equipment and/or protective clothing as required under relevant legislation.

2.9.10 Staff provided with items of clothing or safety equipment will be required to wear or use these items whilst performing the duties for which it has been provided.
2.9.11 Any clothing provided to Staff will remain the property of the University and must be returned if the Staff Member resigns or their employment is terminated.

2.9.12 The University will consult with Staff prior to the purchasing or replacement of uniforms and safety equipment.

Staff Amenities and Facilities

2.9.13 The University will maintain rooms for Staff who become ill at work or who are breastfeeding or expressing milk.

First Aid Officers

2.9.14 First aid officers will be appointed in designated work areas and will be responsible for maintaining first aid facilities, recording treatment and administering aid to staff and/or students.

2.9.15 These officers must have an appropriate first aid certificate or equivalent qualification. The University will fund these qualifications where required.

2.9.16 The University will make payment of the first aid allowances set out in Schedule 4 to all appointed First Aid Officers. Allowances will not be paid during periods of leave greater than 5 working days.

Compensation for Loss or Damage to Personal Property

2.9.17 Staff will be compensated for damage sustained to personal property in the course of their employment where the damage occurs:

(a) due to the negligence of the University, another Staff Member, or both, in carrying out their duties; or

(b) by fire, molten metal or corrosive substances; or

(c) due to a defect in the University’s materials or equipment; or

(d) by Staff having protected, or tried to protect, the University’s property from loss or damage.

Employee Assistance Program

2.9.18 The University will provide short-term counselling assistance for Staff experiencing personal difficulties at work or at home. The University will meet the costs for up to 5 sessions per year for each Staff Member in accordance with University policy.

Quit Smoking Initiatives

2.9.19 The University will provide two Quit Smoking seminars annually for Staff.

2.10 Intellectual Freedom

2.10.1 The University is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University and in accordance with the University’s Academic Freedom policy and Code of Conduct.

2.10.2 Intellectual freedom includes:

(a) the rights of all Staff to express opinions about the operation of the University and higher education policy more generally;

(b) the rights of Staff to pursue critical open enquiry and to discuss freely, teach, assess, develop curricula, publish and research within the limits of their professional competence and professional standards;

(c) the right to participate in public debates and express opinions about issues and ideas related to their discipline area;
(d) the right of all Staff to participate in professional and representative bodies and to engage in community service without fear of harassment, intimidation or unfair treatment; and

(e) the right to express unpopular or controversial views, although this does not mean the right to vilify, harass or intimidate.

2.10.3 In the exercise of intellectual freedom, Staff will act in a professional and ethical manner and will not harass, vilify or defame the University or its Staff.

2.10.4 The University will encourage Staff to participate actively in the operation of the University and in the community. The University will take all reasonable steps to ensure that all governing bodies within the University operate in a transparent and accountable manner, encouraging freedom of expression and thought. This does not prevent a University committee from considering a matter ‘in camera’.

2.11 Individual Flexibility Arrangement

2.11.1 The University and a Staff Member covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if:

(a) the Arrangement deals with taking leave in accordance with the Deferred Salary Scheme Policy; and/or

(b) the Arrangement varies the timing of salary payments from fortnightly to some other salary payment pattern; and

(c) the Arrangement meets the genuine needs of the University and the Staff Member in relation to the matter mentioned in paragraph (a) and/or (b); and

(d) the Arrangement is genuinely agreed to by the University and Staff Member.

2.11.2 The University must ensure that the terms of the Individual Flexibility Arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.

2.11.3 The University must ensure that the Individual Flexibility Arrangement:

(a) is in writing; and

(b) includes the name of the University and the Staff Member; and

(c) is signed by the University and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and

(d) includes details of:

(i) the terms of the Enterprise Agreement that will be varied by the Arrangement; and

(ii) how the Arrangement will vary the effect of the terms; and

(iii) how the Staff Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the Arrangement; and

(iv) states the day on which the Arrangement commences.

2.11.4 The University must give the Staff Member a copy of the Individual Flexibility Arrangement within 14 days of it being agreed.

2.11.5 The University or Staff Member may terminate the Individual Flexibility Arrangement:
(a) by giving no more than 28 days written notice to the other party to the Arrangement; or

(b) if the University and Staff Member agree in writing — at any time.

3. Starting at Macquarie

3.1 Recruitment and Selection Procedures

3.1.1 Recruitment and selection processes at the University will uphold the principle of merit-based selection and ensure the application of fair, reasonable and consistent standards of selection against selection criteria. Recruitment and selection will be carried out in accordance with the University’s recruitment and selection policies as varied from time to time.

Appeals Against Non-Appointment

3.1.2 A Staff Member, who is an unsuccessful applicant for appointment to a vacant position that has been advertised, may request a written report stating the reasons for their non-selection. Such a request must be made to the Chair of the selection panel within two days of being notified of the selection decision, and the report, by the Chair, must be provided within seven working days of receiving the Staff Member’s request.

3.1.3 The Staff Member may apply to have the decision reviewed by the Director, Human Resources if they consider that:

(a) the decision not to appoint was made in contravention of the appointment procedures; and/or

(b) the reasons given for not being appointed were inappropriate.

3.1.4 An appeal in respect of non-appointment to an advertised position may only be made if:

(a) the Staff Member (appellant):

(i) is not a casual Staff Member or a fixed-term Staff Member who has had less than 6 months service with the University;

(ii) satisfies the advertised minimum requirements for the position; and

(iii) is willing and able to take up the duties of the position concerned.

(b) the person appointed to the position concerned is already employed by the University;

(c) the appointment is a continuing appointment or, if it is a fixed-term appointment or secondment, the term is for two years or more; and

(d) the position applied for carries a higher salary than that currently occupied by the appellant.

3.1.5 An appeal must be lodged with Human Resources within 7 working days of the Staff Member receiving the reasons for non-appointment. The Staff Member must provide a signed statement giving full details of the appeal.

3.1.6 Appeals will be dealt with in accordance with the University’s recruitment and selection policies as varied from time to time.
3.2 Instrument of Appointment

3.2.1 At the time of appointment the University will supply a Staff Member with an instrument of appointment showing that the University is the employer, the type of employment and the terms and conditions as follows:

(a) the classification, level and salary on commencement;
(b) if fixed-term employment, the circumstances of the appointment;
(c) whether the appointment is on full-time, part-time or casual basis;
(d) specific information about the days, times and times of the year for which the employment is available, if relevant;
(e) the length and terms of the probation period which applies to the employment; and
(f) the duties and reporting relationships that apply to the employment.

3.3 Salaries and Payments

Salary Increases

3.3.1 This Agreement provides for the following salary increases, which will apply to all classifications covered by this Agreement:

(a) 3% from 20 March 2014
(b) 3% from 19 March 2015
(c) 3% from 31 March 2016
(d) 3% from 30 March 2017

Salary Rates

3.3.2 The salaries in Schedule 1 are in compensation for all ordinary hours specified in sub clauses 3.6.3 and 3.6.4 worked by a Staff Member.

3.3.3 The minimum salaries for full-time Staff will be as contained in Schedule 1 – Full-time Academic Salaries.

3.3.4 The rates of pay for casual Staff will be as contained in Schedule 2. These rates of pay incorporate a casual loading in lieu of those Agreement benefits for which casual Staff are ineligible including those leave and redundancy entitlements to which casual Staff are not entitled.

3.3.5 Part-time Staff will be paid pro rata based on the appropriate full-time salary.

3.3.6 A Staff Member who is required to carry out full unit coordination as part of his/her normal duties will be paid salary no less than Step 6 of the Level A salary rates. If a Level A Academic is undertaking the most complex level of unit coordination he/she will be paid by Allowance to Level B. The step paid will reflect the period of time the Staff Member is required to undertake the most complex level of unit coordination. A Staff Member who on appointment to a Level A position holds, or who during appointment gains, a relevant doctoral qualification will be remunerated at no less than Step 6, Level A.

Payment of Salaries

3.3.7 Salaries will be paid fortnightly by direct electronic funds transfer to an account nominated by the Staff Member at an Australian based financial institution.
3.3.8 The University will issue pay slips to Staff electronically. In circumstances where a Staff Member is unable to access electronic means of receiving the pay slip a hard copy will be provided.

Flexible Salary Packaging

3.3.9 All eligible Staff may choose to enter into a salary packaging arrangement with the University for the purposes of receiving a salary lower than that to which they are entitled under Schedule 1, in exchange for a ‘benefit’ of equivalent value.

3.3.10 Where an agreement is reached between a Staff Member and the University in accordance with this sub clause, benefits may be provided to the extent that the cost to the University of providing the benefits and the reduced salary does not exceed the cost to the University of providing the salary prior to entering into the salary packaging arrangement. Any arrangements will be in accordance with relevant taxation legislation.

3.4 Superannuation

3.4.1 An existing Staff Member who is a current member of State Superannuation Fund (SSF), State Authorities Superannuation Scheme (SASS) or Macquarie University Professorial Superannuation Scheme may retain that membership and the University will make employer superannuation contributions in accordance with the relevant scheme.

3.4.2 For all other Staff, the University will make the following employer superannuation contributions to UniSuper:

(a) if the Staff Member is employed on a continuing basis or is employed on a fixed-term contract of two years or more, 17% of Ordinary Times Earnings (OTE) (as defined in the Superannuation Guarantee (Administration) Act 1992); or

(b) if the Staff Member is employed on a fixed-term contract of less than two years, the superannuation guarantee contribution in place from time to time paid as a percentage of OTE; or

(c) for a casual Staff Member whose wages are $450 or more per calendar month or who earns less than $450 per calendar month but more than $2,788 (or the amount notified by UniSuper from time to time) in either of the 6 month periods between 1 January and 30 June or 1 July and 31 December each year, the superannuation guarantee contribution in place from time to time paid as a percentage of OTE.

3.4.3 Provided that the University’s Trust Deed and Deed of Covenant with UniSuper so allow, a Staff Member who is a member of UniSuper and who is eligible to receive the employer superannuation contribution specified in sub clause 3.4.2(a) may elect to make reduced employee superannuation contributions to increase take home salary or to access an other superannuation flexibility so allowed by the relevant Trust Deed and Deed of Covenant.

3.5 Probation

3.5.1 On commencement of either continuing or fixed-term employment a Staff Member may be subject to a reasonable probationary period appropriate to the nature of the work being undertaken. Appointments to continuing positions may be subject to a probationary period of up to three (3) years. Appointments to fixed-term positions may be subject to a probationary period of up to two (2) years.

3.5.2 Probation may be considered, but usually will not apply, in the case of a second or subsequent continuing appointment. A second or subsequent fixed-term appointment
to the same position or to an essentially similar position will not contain a probationary period.

3.5.3 Probation will not apply in cases of secondment, transfer or promotion. A probationer who is promoted will have their appointment confirmed from the date of effect of the promotion.

3.5.4 On commencement of employment, the Staff Member must be provided with documentation clearly setting out the standard of conduct and performance that is to be met during the probationary period.

3.5.5 The Supervisor will provide regular feedback to the Staff Member during the probationary period. Where there is a probationary period of greater than 3 months the Supervisor will conduct a review halfway through the nominated period.

3.5.6 If the Supervisor identifies performance issues, then the Staff Member will be given the opportunity to address these issues. The Supervisor will document feedback, review and improvement requirements and provide a copy to the Staff Member.

3.5.7 If an assessment of performance cannot be made due to a Staff Member taking a period of approved leave (e.g. leave without pay, personal leave, parental leave) that is greater than 4 weeks then the end date for probation may be extended. The Director, Human Resources, on a recommendation from the Head, may approve to adjust the probationary period to provide the Staff Member with a total probation period equivalent to that specified in the instrument of appointment.

3.5.8 The Supervisor will undertake a formal probationary review no later than one month prior to the expiration of the probationary period. The review will be done in accordance with the University's Performance Development and Review process (clause 5.2).

3.5.9 After conducting the probationary review, the Supervisor will make a recommendation to the University that the Staff Member is confirmed in the position or the appointment is to be terminated. Where the Supervisor recommends termination, the report must be forwarded to the Head for approval. If termination is approved, the following notice periods will apply:

<table>
<thead>
<tr>
<th>Length of Contract</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed-term of 1 year or less</td>
<td>The lesser of 1 month or to the end of the fixed-term appointment (or payment in lieu)</td>
</tr>
<tr>
<td>Continuing appointment or fixed-term of more than 1 year where the probationary period is less than or equal to 6 months</td>
<td>2 months (or payment in lieu)</td>
</tr>
<tr>
<td>Continuing appointment or fixed-term of more than 1 year where the probationary period is greater than 6 months but less than or equal to 12 months</td>
<td>4 months (or payment in lieu)</td>
</tr>
<tr>
<td>Greater than 12 months</td>
<td>6 months (or payment in lieu)</td>
</tr>
</tbody>
</table>
Probation Appeal

3.5.10 A Staff Member, employed on a probation period of greater than one year whose termination has been approved by the Head in accordance with sub clause 3.5.9, will be entitled to appeal against the decision. If the Staff Member wishes to appeal the decision to terminate they must lodge the appeal within 5 working days of the notification being received.

3.5.11 An Appeal Committee, constituted by the Director, Human Resources, will consider the appeal. The Committee will consist of:
   (a) a nominee of the Director, Human Resources (Chair);
   (b) a Staff Member from a pool of staff nominated by Academic Senate;
   (c) a Staff Member nominated by the NTEU.

3.5.12 In its consideration, the Committee may request written or verbal information from the Staff Member, Supervisor and Head. The Staff Member may be represented by a Staff Representative in the appeal process.

3.5.13 The Committee will provide a report to the Director, Human Resources prior to the end of the Probation period. The Committee will report on whether the procedural steps of this clause were followed. Upon receipt of the report from the Committee, the Director, Human Resources will consider the report and either confirm the appointment of the Staff Member or confirm the decision of the Head.

3.6 Types of Employment

3.6.1 A Staff Member will be employed in one or other of the types of employment prescribed in this clause.

   Continuing Employment

   3.6.2 Continuing employment means employment on a full or part-time basis with no specified end date or specified contingency that brings the contract to an end. All employment other than fixed-term or casual employment is continuing employment. Continuing employment is subject to termination by the resignation, retirement or death of a Staff Member; by abandonment of employment; by the position being declared redundant; or by the Staff Member’s employment being otherwise terminated by the University in accordance with relevant provisions of this Agreement.

   Full-time Employment

   3.6.3 Full-time employment means 70 ordinary hours per fortnight. Full-time employment may be offered as a continuing or fixed-term appointment.

   Part-time Employment

   3.6.4 Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time Staff Member in the same classification and for which all Agreement entitlements are paid on a pro rata basis calculated by reference to the fraction worked. Part-time employment may be offered to a Staff Member as a continuing or fixed-term appointment.

   3.6.5 Where employment is to be part-time, the offer of employment made by the University will specify the fraction of ordinary hours of work for which employment is offered.

   Casual Employment

   3.6.6 Casual employment means employment of a Staff Member who is paid and engaged by the hour. Casual employment may be terminated at one hour’s notice.
Job Sharing

3.6.7 Job sharing is a voluntary arrangement where two Staff, working part-time, share all the duties and responsibilities of a continuing or fixed-term full-time position.

Scholarly Teaching Fellows

3.6.8 This Agreement provides for the introduction of Scholarly Teaching Fellow appointments on a trial basis to predominantly perform teaching work that would otherwise have been undertaken by casual Staff Members. Scholarly Teaching Fellow positions will be established with the objective of replacing casual teaching work.

3.6.9 Scholarly Teaching Fellow means an Academic Staff Member who is principally engaged in teaching delivery and teaching-related duties.

3.6.10 During the life of this Agreement the University will establish and advertise a minimum of 24 full-time (or equivalent) continuing positions. From 2015, the positions will be advertised annually, with no less than 8 positions advertised by 30 June in each year.

3.6.11 Appointments to Scholarly Teaching Fellow positions will be subject to a competitive, merit-based selection process. Applications will be invited from people who have previously been employed for at least 1 session in an academic role on a casual or fixed-term basis at an Australian university within the last 5 years.

3.6.12 Scholarly Teaching Fellows will be:

(a) appointed at Level A at an entry point relevant to their qualifications and experience;

(b) subject to a probationary period in accordance with clause 3.5;

(c) eligible for incremental progression in accordance with sub clause 5.1;

(d) eligible for promotion in accordance with clause 5.4; and

(e) allocated up to 80% of teaching delivery and teaching-related duties.

3.6.13 Scholarly Teaching Fellows will receive regular feedback, training, career planning and mentoring through the normal University processes including Performance Development and Review.

3.6.14 A Staff Member, classified as a Scholarly Teaching Fellow, who has been successfully promoted to Level B and who has been performing at that level for at least 3 years will be eligible to apply to transition to a workload pattern consistent with clause 4.3.

3.6.15 If an application is received under sub clause 3.6.14, the University will convene a panel to assess the merit of the application and make a recommendation to the Executive Dean. The Executive Dean will consider the report and recommendation and make a final determination.

3.6.16 Notwithstanding the commitment of the University to trial the introduction of Scholarly Teaching Fellow appointments, the University will not be obliged to make further appointments after the nominal expiry date of this Agreement.

Fixed-term Employment

3.6.17 Fixed-term employment means:

(a) employment for a specified term or ascertainable period, for which the instrument of appointment will specify the starting and finishing dates; or

(b) employment in connection with a specific task or project, which will terminate upon the occurrence of a specified contingency related to the task or project not normally in excess of (3) three years.
3.6.18 Fixed-term contracts may be terminated by the University:

(a) during a probationary period in accordance with clause 3.5 (Probation) of this Agreement; or

(b) when, in accordance with Clause 4.8, Managing Change in the Workplace, it is identified that the Staff Member’s position has become redundant because non-recurrent funding essential to the employment ceases or the work is no longer required to be undertaken; or

(c) for cause based on unsatisfactory performance in which case the University will pay the Staff Member four months salary; or

(d) for cause based on serious misconduct; or

(e) by abandonment of employment.

3.6.19 For the purpose of this clause, breaks between fixed-term appointments of up to three months in total in any 12 month period will not constitute breaks in Continuous Service.

Restriction on Use of Fixed-term Appointments

3.6.20 Any fixed-term contract entered into following the commencement of this Agreement must come within the description of one or more of the following circumstances:

(a) **Specific task or project** means a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe not normally in excess of three (3) years. Without limiting the generality of that circumstance, it will also include a period of employment provided for from funds external to the University, i.e., funding that is not part of an operating grant from the Government or funding comprising fees paid by or on behalf of students.

(b) **Research** means work activity by a person engaged on research-only functions for a contract period not exceeding five years.

(c) **Replacement Staff Member** means a Staff Member:

   (i) undertaking work activity replacing a full-time or part-time Staff Member for a definable period during which the replaced Staff Member is on authorised leave of absence, OSP or is temporarily seconded or appointed away from their usual work area or role; or

   (ii) performing the duties of:

      a) a vacant position that the University has made a definite decision to fill and has commenced recruitment action; or

      b) a position that is temporarily vacant because the normal occupant is performing higher duties pending the outcome of recruitment action initiated and/or in progress by the University for that vacant higher duties position;

      until a Staff Member is engaged for the vacant position or vacant higher duties position as applicable.

(d) **Pre-retirement contract.** Where a Staff Member declares that it is their intention to retire, a fixed-term contract expiring on a mutually agreed date may be adopted as the appropriate type of employment.

(e) **Post-retirement contract.** A Staff Member who has retired from the University or another university and is eligible to access their retirement benefit from the relevant superannuation fund may be engaged for a limited period of time. Such employment contracts will be used primarily for the purpose of research degree supervision and be of a maximum four years duration.
(f) **Fixed-term contract employment subsidiary to studentship.** Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work for which the student is appropriately qualified, provided that:

(i) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and

(ii) that an offer of fixed-term employment under this paragraph must not be made on the condition that the person must enrol as a student.

(g) **Recent professional practice employment** is where a Staff Member is engaged because the curriculum in a professional or vocational education program requires that the work be undertaken by a person who has recent practical or commercial experience.

(h) **Disestablished Organisational Area** means work in an area that is performing one or more functions or teaching one or more programs where the University has made a decision to cease these activities within a reasonably certain time. Where part or all of an organisational area is to be disestablished, a fixed-term contract of up to 2 years, with the possibility of a further 1 year appointment, may be offered to new staff in the area or part of area to be disestablished. If the University reverses its decision to discontinue functions or teaching of programs then, subject to satisfactory performance and original appointment through a competitive selection process, the Staff Member will be offered continuing employment.

(i) **New Organisational Area** means work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed-term employment may be offered for up to 3 years.

(j) **Convertible Level A Appointments** means an appointment by a competitive selection process at Level A of an individual who has completed their PhD during the 12 months prior to an offer of appointment or is due to complete (i.e. meet the requirements for) a PhD in the 12 months following appointment. The appointment will be for no less than two (2) years, but no more than three (3) years and:

(i) the term may be extended for any period of parental leave taken that is greater than 12 weeks;

(ii) the probation period for these appointments will be no more than four (4) months;

(iii) Staff employed under this circumstance may apply for promotion in accordance with the University's Promotions Policy in place from time to time;

(iv) Staff who successfully apply for promotion to Level B before the end of their contract will be offered a continuing appointment at Level B effective from the date of promotion;

(v) if a Staff Member is unsuccessful in gaining promotion to Level B the term may be extended by 12 months by the Head. In this case the PDR...
Supervisor and Staff Member should develop a program of work that reflects feedback received from the Promotions Committee;

(vi) the University may employ up to twenty (20) Staff at Level A in a calendar year under this circumstance.

(k) **Teaching-focused appointment** means an appointment on a fixed-term basis for Staff who may otherwise be employed on a casual basis. These appointments may be offered for a minimum period of 6 months to a maximum of two (2) years with no more than 2 year contracts to be offered under this circumstance. The positions will be advertised internally only to the University’s pool of casual Academic Staff. Appointments may be made to Levels A or B. Workload allocations will include teaching and related scholarly activity with a maximum 80% teaching allocation. Staff appointed to a fixed-term Teaching Focused contract will have access to:

(i) the Performance Development and Review process;

(ii) professional development funding from Faculty or Department allocated budgets;

(iii) the conversion provisions in accordance with sub clause 3.6.32 with a consideration that for the purpose of satisfying sub clause 3.6.32 (c) the University will recognise any related merit-based panel selection process by which a Staff Member employed under this circumstances has been appointed; and

(iv) the Academic Promotion provisions.

(l) **Sudden unanticipated rise in student enrolments** means an appointment on a fixed-term basis may be offered for work in an academic unit where there is a sudden unanticipated increase in enrolments. In this circumstance fixed-term employment may be offered for up to three years. If the enrolments persist at the increased levels beyond three years then, subject to satisfactory performance and original appointment through a competitive process, Staff will be offered continuing employment

(m) **Early Career Fellowships (ECFs)** will be Level A or Level B teaching and research or research-only appointments of two years’ duration. Appointment to an ECF will be on merit through a competitive selection process. Where a Faculty advertises an ECF it will develop an appointment process that will include a call for applications and a selection panel that includes a Head of Department. Eligibility to apply for ECFs will be restricted to casual Academic Staff who have:

(i) been awarded a PhD and performed casual teaching work for the University in at least 3 entire teaching periods, over the last 5 years; or

(ii) been active candidates for their PhD for at least 2 years and performed casual teaching work for the University in at least 5 entire teaching periods, over the last 5 years.

At the end of the ECF, an assessment will be made as to whether a further fixed-term appointment of two years will be made. A further appointment will be subject to an assessment of the Staff Member’s satisfactory progress and the continuing need for the work being performed as evidenced by the subjects or like subjects continuing, or further research funding being available.
Notice of Cessation or Re-offer of Fixed-term Employment

3.6.21 A fixed-term Staff Member may be offered a further fixed-term appointment, provided that appointment is consistent with sub clause 3.6.20. Unless such an offer is made and accepted, or the Staff Member’s employment is terminated earlier in accordance with sub clause 3.6.18 the Staff Member’s employment will end on the specified end date or occurrence of the contingency specified in the contract of employment. Where the University makes a determination to continue a position with the same or substantially similar duties, or where there have only been inconsequential changes to the position, the Staff Member will be offered further employment in the position provided that:

(a) he/she was initially appointed through an externally advertised competitive selection process; and

(b) he/she is demonstrating satisfactory performance in all aspects of the position; and

(c) in the case of substantially similar duties, the University is satisfied that he/she has the capacity to meet any new duties or competencies that may be required.

3.6.22 The University will provide to a fixed-term Staff Member written notice (including by email) of 5 weeks of its intention to offer, or not to offer, further employment with the University upon the expiry of the contract except where:

(a) the Staff Member is on a pre-retirement contract; or

(b) the Staff Member is on a first fixed-term contract of less than six months.

3.6.23 Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by sub clause 3.6.22 above, it will be sufficient compliance with this clause if the University:

(a) advises those circumstances to the Staff Member in writing at the latest time at which the notice would otherwise be required to be given, and

(b) gives notice to the Staff Member at the earliest practicable date thereafter.

Severance Pay for Fixed-term Staff Member

3.6.24 Where a fixed-term Staff Member is terminated prior to the expiry of his or her fixed-term contract in accordance with sub clause 3.6.18 (b), the University will pay the Staff Member the lesser of:

(a) the salary which the Staff Member would have received if they had continued employment until the expiry of the fixed-term contract; or

(b) the voluntary redundancy benefit payable under sub clause 6.2.6.

3.6.25 A fixed-term Staff Member whose contract of employment is not renewed at the expiry of the contract will be entitled to a severance payment in accordance with sub clause 3.6.28 below, except where:

(a) the Staff Member was employed on a first fixed-term contract; or

(b) the Staff Member was offered but did not accept a further offer of employment; or

(c) the Staff Member was replacing another Staff Member on leave or secondment from the workplace; or

(d) the Staff Member was on a pre-retirement contract.

3.6.26 A Staff Member will also be entitled to the severance in sub clause 3.6.28 where they are employed on a fixed-term contract for the circumstances described in sub clause
3.6.20 (a) or (b) and the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

3.6.27 The University, in a particular case, may make an application to the Fair Work Commission to have the severance payment entitlement varied if it obtains acceptable alternative employment for the Staff Member.

3.6.28 Where a Staff Member is entitled to a severance payment in accordance with sub clause 3.6.25 or 3.6.26 above, the following payments will apply:

<table>
<thead>
<tr>
<th>Staff Member’s period of continuous service with the employer on termination</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks</td>
</tr>
<tr>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>At least 9 years but less than 10 years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>At least 10 years</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>

3.6.29 Where a fixed-term Staff Member with between five and ten years of Continuous Service is entitled to a severance payment, he or she will be entitled to a payment in lieu of long service leave calculated at the pro-rata rate of two months for ten years of Continuous Service.

3.6.30 Casual employment, approved unpaid leave and/or periods of continuing employment prior to commencing a fixed-term contract will not count as Continuous Service for the purposes of sub clause 3.6.28 but will not constitute breaks in Continuous Service.

3.6.31 Where the University advises a Staff Member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

Conversion from Fixed-term to Continuing Employment

3.6.32 A Staff Member on a fixed-term contract may apply to convert his or her employment to continuing employment in their current position provided that the following criteria are met:

(a) the current contract is the second or subsequent consecutive fixed-term appointment for the Staff Member; or

(b) the period of fixed-term employment has exceeded a continuous period of three (3) years; and

(c) the Staff Member was originally appointed following a competitive, merit-based selection process; and
(d) the Staff Member is demonstrating satisfactory performance in the position.

3.6.33 The University will not unreasonably refuse an application for conversion and will respond to an application within four (4) weeks of receipt. If an application is declined, the University will provide written reasons for declining it.

3.6.34 When considering an application for conversion the University must be satisfied that continuing work of the same or substantially similar duties and requisite funding is available.

**Casual Employment**

3.6.35 The parties to this Agreement recognise that casual employment may legitimately be used by the University to address fluctuations in the academic and business cycle of the University. Beyond this requirement for flexibility, the University does not intend to use casual employment to fill positions that could reasonably be filled on a continuing or fixed-term basis.

3.6.36 Casual employment should be on the basis of merit and be transparent, competitive and consistent with University policy.

**Casual Rates of Pay**

3.6.37 A Staff Member employed on a casual basis will be paid the applicable casual hourly salary rate provided for in Schedule 2 the hourly rate includes a loading of 25%. This loading is paid in compensation for the casual nature of the appointment and all forms of leave (excluding long service leave), redundancy and any other relevant entitlements.

3.6.38 A casual Staff Member will not have any expectation of continuing employment.

**Casual Staff Professional Development**

3.6.39 Each Faculty of the University will provide opportunities to casual Staff to assist with their professional and career development. The University will pay casual Staff Members to attend (including the equivalent of attendance for online professional development activities) approved professional development, at the appropriate hourly rate.

3.6.40 Access to these opportunities will be approved on the basis that the proposed development is directly relevant to nature of work being undertaken and/or the discipline or work area within which the Staff Member is employed. Preference will be given to casual Staff who do not otherwise have access to professional development opportunities.

3.6.41 Where the University requires a Staff Member to participate in compulsory training, payment for this attendance will be made at the appropriate hourly rate.

3.6.42 Casual Staff Members who undertake student evaluation of their teaching will be entitled to seek and receive feedback on their teaching at the Department level. This includes assistance with interpreting student feedback results and advice on appropriate professional development to address any concerns with their teaching practice and performance.

3.6.43 Each Faculty will conduct and make available to new casual Academic Staff an introduction session. The introduction session will clarify terms and conditions of employment and provide information on administrative provisions relevant to casual Academic Staff. Attendance at the introduction session will be paid.

3.6.44 Teaching and teaching-related duties will be consistent with the Activity Descriptors for Casual Academic Work set out at Schedule 3 of this Agreement.

3.6.45 Casual Staff will be eligible to apply for internally advertised University positions.
3.6.46 Within the first year of the commencement of this Agreement, the University will establish a voluntary register for individuals who wish to express an interest in opportunities for casual teaching and research assistant roles.

3.6.47 A casual Academic Staff Member may request, and be provided with, a statement of service from the University listing their academic activities.

3.6.48 Casual Academic Staff will be invited to attend Department and Faculty meetings on the same basis as continuing and fixed-term Academic Staff.

3.6.49 Casual Academic Staff will, as appropriate and necessary, be provided with the following resources and facilities on the same basis as continuing and fixed-term Academic Staff:

(a) library cards;
(b) out-of-hours access;
(c) email accounts;
(d) network and intranet access;
(e) inclusion in the University’s telephone and web directory;
(f) access to shared department printer/s;
(g) access to meeting space for consultation with students.

3.6.50 During the life of the Agreement, the University will establish and promote a mechanism for casual Academic Staff Members to access information relating to terms and conditions of their employment. On request, Human Resources will provide advice on the components of casual work, appropriate payments and entitlements.

Continuing (Contingent Funded) Employment

3.6.51 A Staff Member appointed to a fixed-term research-only position (or positions) funded by Contingent Funding for a period of continuous service of 5 years or more who is to be appointed to a further consecutive contract of at least 1 year, may be offered employment on a Continuing (Contingent Funded) basis in accordance with this provision. A Staff Member’s fixed-term service prior to the commencement of this Agreement will count as service for the purposes of this sub clause.

3.6.52 The University will have a period of three months from the commencement of this Agreement to give effect to these changes.

3.6.53 Notwithstanding the above, Staff appointed as fixed-term research-only may be appointed, at the discretion of the relevant Head (or equivalent), to Continuing (Contingent Funded) employment using internal funds, where:

(a) the use of internal funding is for a limited period; and
(b) the area has a reasonable expectation that alternative contingent funding or a standard appointment will become available; and
(c) the alternative would be the termination of the Staff Member’s employment with the University.

3.6.54 Staff employed as Continuing (Contingent Funded) may apply for internally advertised positions.

3.6.55 The following provisions of this Agreement do not apply to Staff employed as Continuing (Contingent Funded):

(a) Clause 4.10 (Complaint Procedures) to the extent that the complaint relates to any decision to offer, not offer, continue or terminate Continuing (Contingent Funded) employment;
(b) Clause 4.8 (Managing Change in the Workplace) in respect to the contingent position that the Staff Member occupies; and
(c) Clause 6.2 (Redundancy, Redeployment and Retrenchment).

3.6.56 The University will not terminate the employment of a Staff Member on Continuing (Contingent Funded) employment unless:
(a) the duties being performed are no longer required; or
(b) the inherent nature of the work required has changed significantly and the skills and experience of the Staff Member will not enable them to fulfil the requirements of the position; or
(c) termination is under the probation or disciplinary provisions of this Agreement.

3.6.57 Where the duties performed by a Continuing (Contingent Funded) Staff Member are no longer required to be performed the University:
(a) may transfer the Staff Member to another equivalent position, or at the request of the Staff Member, consult with the Staff Member in relation to other positions; or
(b) will provide the Staff Member with a minimum of 4 weeks notice of termination, or 5 weeks if the Staff Member is over 45 years of age or payment in lieu of notice if a transfer opportunity does not exist; or
(c) may also offer a further six months employment to give the Staff Member an opportunity to draft further grant applications and await results while continuing to undertake other suitable work for the University.

3.6.58 If, during the notice period, the contingent funding for the position is renewed, the University will make an offer of further employment.

3.6.59 If an application for renewal of the Contingent Funding for the position is still pending, the period of employment may, at the discretion of the University, continue for any period of paid leave the Staff Member is entitled to and thereafter to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and any outstanding leave may be delayed for up to nine weeks to facilitate continuation of service.

3.6.60 If employment is to cease the following payments will apply:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>3 years or more but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>4 years or more but less than 10 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>10 years or more but less than 12 years</td>
<td>16 weeks</td>
</tr>
<tr>
<td>12 years or more but less than 15 years</td>
<td>20 weeks</td>
</tr>
<tr>
<td>15 years or more but less than 20 years</td>
<td>24 weeks</td>
</tr>
<tr>
<td>20 years or more</td>
<td>30 weeks</td>
</tr>
</tbody>
</table>

3.6.61 Severance payments will not be made where the Staff Member:
(a) declines the offer of further employment or a reasonable offer of redeployment where funding for his/her position ceases; or
(b) resigns; or
(c) secures the same or similar employment with another employer associated with the contingent funding of the position.

3.6.62 Staff employed on a Continuing (Contingent Funded) contract in accordance with this clause will be regarded as research-only for the purposes of the MSALs.

Conversion to Part-time Employment for a Fixed Period

3.6.63 A Staff Member may apply to temporarily convert from full-time to part-time employment. Written applications, at least three (3) months prior to the proposed date of conversion, should include the following information:

(a) the fraction of the appointment proposed to be worked;
(b) the duration of the proposed conversion to part-time employment which will be no longer than 3 years;
(c) the reason for the application; and
(d) a recommendation from the Supervisor.

3.6.64 At the conclusion of the period of part-time employment, the Staff Member will resume their substantive full-time appointment.

3.6.65 While the University will consider applications for conversion to part-time employment for a fixed period, approval will be at the discretion of the University.

4. Working at Macquarie University

4.1 Leave

4.1.1 The following sub clauses set out the basic entitlements for Staff in each of the leave categories. A Staff Member employed on a part-time or part-year basis is entitled to a proportional amount of the full-time leave available under the relevant sub clauses of this Agreement, in line with her/his appointment. Except where otherwise specified, a casual Staff Member receives a loading in lieu of paid leave entitlements.

4.1.2 Leave should normally be applied for, and approved by the Supervisor, prior to being taken. Detailed provisions for the granting and taking of leave, and the arrangements for payment while on leave, will be in accordance with the relevant leave policies in place from time to time.

Annual Leave

4.1.3 Eligibility and entitlement

<table>
<thead>
<tr>
<th>Full-time staff</th>
<th>140 hours (4 weeks) of annual leave per calendar year of continuous service (and pro rata for incomplete years).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part-time staff</td>
<td>On a proportionate basis of the full-time entitlement</td>
</tr>
<tr>
<td>Casual staff</td>
<td>No entitlement: loading included in hourly rate in lieu of (among other things) annual leave</td>
</tr>
</tbody>
</table>

Taking Annual Leave

4.1.4 Subject to sub clause 4.1.6, Staff are required to take a minimum of four weeks annual leave (or the full amount of leave credited to the Staff Member if less than four weeks) during the calendar year.
4.1.5 The University will ensure that Staff have the opportunity to take annual leave in an unbroken period at a mutually convenient time.

4.1.6 Notwithstanding sub clause 4.1.4, a Staff Member may apply to their Head of Department or nominee to defer taking leave to enable accrual to a maximum of eight weeks. In making application to defer leave the Staff Member will identify dates by which the leave will be taken. The University will not unreasonably refuse to agree to such an application.

**Excess Accumulated Leave**

4.1.7 In any calendar year the University may, with 3 months written notice, direct a Staff Member to take up to 350 hours / 10 weeks annual leave.

4.1.8 A direction or directions made under clause 4.1.7 will not require a Staff Member to reduce their leave balance below 70 hours / 2 weeks annual leave. The Staff Member may consent to taking leave that reduces their leave balance below 70 hours.

4.1.9 Where the Staff Member is directed to take annual leave under clause 4.1.7, the University will be entitled to deduct the amount of annual leave that was directed to be taken from the Staff Member's accrued annual leave entitlement.

**Cashing Out Annual Leave in Cases of Hardship**

4.1.10 In cases of demonstrated hardship the University may, at its absolute discretion, agree to a request by a Staff Member to cash-out an amount of annual leave.

4.1.11 The University will not normally agree to a request for cashing out annual leave that would result in a Staff Member’s remaining accrued entitlement being less than eight weeks.

4.1.12 A Staff Member who receives a cash-out of annual leave must be paid the full amount that would have been payable had the Staff Member taken the leave that she/he has foregone.

**Re-crediting Annual Leave**

4.1.13 A Staff Member who becomes ill, injured or incapacitated during annual leave, may, on production of supporting documentation in accordance with the Personal Leave policy, take Personal Leave for the period of their illness or incapacity.

**Payment in Lieu on Termination**

4.1.14 Payment in lieu will be made for any entitlement to annual leave accrued but not taken on termination. Where termination of employment is due to the Staff Member’s death, such payment will be made to the Staff Member’s estate. Payment will be made at the Staff Member’s base rate of salary.

**Continuity of Service**

4.1.15 All paid leave will count as service for the purposes of leave accrual, length of service and incremental progression. When a period (or periods) of leave without pay exceeds, in aggregate, 15 working days in a calendar year for full-time Staff (pro-rata for part-time Staff), the period of absence from duty will not be counted as service for the accrual of annual leave. Entitlements to annual leave loading will be adjusted in the same way.

4.1.16 Where a Staff Member is granted long service leave or parental leave on half pay, annual leave will accrue at the rate of half during the leave period.

**Annual Leave Loading**

4.1.17 An annual leave loading payment will be made to Staff on the first payday in December each year. This payment will be the lesser of 17.5% of 4 weeks of the Staff Member’s
base salary or a payment equal to the Australian Bureau of Statistics average weekly total earnings for all males (Australian) for the Bureau’s reporting period preceding the date of accrual.

Purchased Leave

4.1.18 All Staff who have continuing employment and Staff on a fixed-term appointment greater than 12 months may purchase up to four weeks additional leave in a 12 month period. Additional leave may be purchased in one week increments up to the maximum of 4 weeks.

4.1.19 Purchased leave must be taken within a specified 12 month period, and will not attract annual leave loading. Staff will apply to take the additional purchased leave in the same way as annual leave and approval will be subject to the needs of the work unit. A request will not be unreasonably refused.

4.1.20 Purchased leave will count as Continuous Service for all purposes.

4.1.21 Purchased leave will be funded by a corresponding reduction in the Staff Member’s annual salary.

4.1.22 Purchased leave is subject to the following provisions:

(a) the Staff Member must have an annual leave balance of 4 weeks or less at the time of applying for purchased leave;

(b) an application for purchased leave must be approved by the Staff Member's Supervisor;

(c) purchased leave cannot be accrued and forgone salary will be refunded where leave is not taken within the specified 12 month period;

(d) other paid leave taken during the specified 12 month period (i.e. personal leave, annual leave, long service leave, etc) will be paid at the Purchased Leave Rate of Pay;

(e) personal leave cannot be taken during a period of Purchased Leave;

(f) Purchased Leave Rate of Pay will be the salary rate applicable for all purposes including calculation of superannuation;

(g) Higher Duties Allowance will not be paid during a period of purchased leave;

(h) on termination of employment the purchased leave balance will be reconciled and the final payment will be calculated on the ordinary Base Salary;

(i) at the conclusion of the specified 12 month period the Staff Member will revert to their Base Salary.

Personal Leave

4.1.23 Personal leave comprises Sick Leave and Other Personal Leave. A Staff Member must provide supporting documentation for absences in accordance with University policy.

4.1.24 Eligibility and entitlement
### 4.1.25 Taking Personal Leave

(a) **Personal Leave** may be used for absences due to illness or injury not arising out of employment; care of a Family Member; compassionate grounds or bereavement; moving to a new residence; or community volunteering. Personal Leave may be taken for periods of one hour or greater.

(b) **Staff** will be entitled to paid sick leave when they are unable to attend work due to personal illness or incapacity. When applicable, the Staff Member must provide supporting documentation as specified in the Personal Leave Policy from time to time. Paid sick leave is not available if a Staff Member is receiving workers' compensation payments in respect of their absence.

(c) **Other Personal Leave** may be accessed for absences due to:

(i) **Family/carer responsibilities.** Such responsibilities may include caring for a family member who is ill or incapacitated; temporary and unexpected absence of the usual carer; or an unexpected emergency.

(ii) **Compassionate or bereavement leave.** Where a family member has a serious illness, injury or dies, personal leave may be accessed to attend the person, make arrangements for and/or attend the funeral and attend to arrangements after the funeral. The Staff Member may access a maximum of 5 days personal leave per occasion. For the purpose of bereavement leave, Family Member will include aunt, uncle and siblings-in-law.

(iii) **Moving to a new residence.** In ordinary circumstances a Staff Member may access 1 day of personal leave to move household property to a new residence. If the Staff Member can demonstrate a genuine need, leave in excess of the 1 day may be approved.

(iv) **Community volunteering.** Volunteering leave is an initiative to encourage staff to participate in volunteer activities in community based non-profit organisations, charitable groups, and groups identified in need of services and assistance. Macquarie University will support a continuing Staff Member’s participation in volunteer activities with approved organisations and groups in the community by:

(a) providing up to 2 days of paid personal leave each year;
(b) working in collaboration with approved organisations and groups in the community to ensure that volunteering projects are meaningful and productive for both parties.

To assist with organisational demands, Staff will be required to discuss with their Supervisor their intentions for accessing volunteer leave.

4.1.26 Where a Staff Member exhausts their entitlement to either Sick Leave or Other Personal Leave they will be able to access whatever accrual they have available for the other form of Personal Leave.

4.1.27 Personal leave must be applied for in accordance with the relevant policies in place from time to time.

4.1.28 Staff may access alternative employment arrangements provided for in this Agreement to assist with the management of longer-term family responsibilities.

**Domestic Violence**

4.1.29 A Staff Member who is affected by Domestic Violence, as defined in the *Crimes (Domestic and Personal Violence) Act 2007* (NSW), may access personal leave for the following reasons:

(a) attending medical appointments;

(b) organising alternative accommodation, care and/or education arrangements;

(c) attending court hearings and/or police appointments;

(d) accessing legal advice.

4.1.30 A Staff Member may be required to provide supporting documentation as specified in the Personal Leave Policy from time to time to access personal leave for this purpose.

4.1.31 The University will undertake a risk assessment in circumstances where a Staff Member who is affected by, or is concerned that they may be exposed to, Domestic Violence, seeks support from the University. The risk assessment will be undertaken in order to determine the suitability of risk mitigation strategies in relation to the Staff Member’s safety in the workplace and, if appropriate, that of their colleagues.

4.1.32 Where practicable, the University may approve a Staff Member’s request for the following:

(a) changes to hours of work;

(b) relocation to suitable employment;

(c) temporary change to their work location;

(d) changes to University-provided contact details such as phone numbers and email addresses;

(e) other measures, if any, appropriate to the circumstances.

**Special Leave**

4.1.33 At the discretion of the University, special leave may be granted to all Staff (excluding casuals) for compassionate or extraordinary circumstances.

4.1.34 Special leave will be paid at the Staff Member’s base rate of pay.

**Religious, Cultural and Ceremonial Leave**

4.1.35 Supervisors will assist Staff by approving an applicable form of leave (annual leave, flexible work arrangements, leave without pay, or other applicable leave) under this sub clause for observance of holy days or attendance at essential religious, cultural or ceremonial duties associated with the Staff Member’s faith or culture.
4.1.36 Staff will provide appropriate documentation to their Supervisor.

4.1.37 Eligibility and entitlement

<table>
<thead>
<tr>
<th>All staff (excluding casuals)</th>
<th>Leave may be granted, at the discretion of the Staff Member’s Supervisor, in line with the conditions outlined above.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indigenous staff</td>
<td>Up to 5 days paid leave and 10 days leave without pay per annum to fulfil ceremonial obligations</td>
</tr>
<tr>
<td></td>
<td>1 day paid leave per annum to participate in National Day celebrations</td>
</tr>
</tbody>
</table>

**Long Service Leave**

4.1.38 Long service leave is an entitlement that recognises a Staff Member’s length of Continuous Service to the University.

4.1.39 Long service leave is centrally funded.

4.1.40 Eligibility and entitlement

<table>
<thead>
<tr>
<th>Full-time staff</th>
<th>On completion of 10 years full-time Continuous Service</th>
<th>3 months paid leave</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Continuous Service between 10 and 15 years</td>
<td>9 calendar days paid leave per year of Continuous Service</td>
</tr>
<tr>
<td></td>
<td>On completion of 15 years full-time Continuous Service</td>
<td>4.5 months paid leave</td>
</tr>
<tr>
<td></td>
<td>On completion of each additional year of full-time Continuous Service after 15 years</td>
<td>15 calendar days paid leave per year of Continuous Service</td>
</tr>
<tr>
<td>Part-time staff</td>
<td>Accrues on a proportionate basis of full-time entitlement</td>
<td></td>
</tr>
<tr>
<td>Casual staff</td>
<td>Accrues on a proportionate basis of full-time entitlement for Casual Staff that completed 10 years Continuous Service on or after 9 May 1985 only</td>
<td></td>
</tr>
</tbody>
</table>

4.1.41 The minimum period of long service leave that may be taken is 1 working week.

4.1.42 A Staff Member may accrue long service leave to a maximum of 4.5 months before he/she may be required to take a minimum 6 weeks long service leave with 12 months written notice.

4.1.43 Where a Staff Member has completed at least 5 but less than 10 years Continuous Service and their service is terminated, in accordance with the Long Service Leave policy, the Staff Member is entitled to a proportionate amount of long service leave on the basis of 2 months for 10 years Continuous Service.
4.1.44 Recognition of Prior Service

(a) Previous continuous service with other Australian universities will be recognised for the purpose of determining long service leave eligibility on the following basis for Staff employed by the University:

(i) on or after 1 January 1974 from those Australian universities that grant transferability of long service leave to Staff from the University (except for service prior to 1 January 1974);

(ii) up until 30 April 1977 from those New South Wales universities for whom all continuous paid service with bodies recognised by those universities will also be counted;

(iii) on or after 1 June 1988 from Colleges of Advanced Education; and

(iv) from the Australian Vice-Chancellors Committee or Universities Australia.

(b) Eligibility for recognition of previous service is subject to the following conditions:

(i) there must be continuity of employment between all such positions held, except that a break in service of up to three (3) months will be accepted;

(ii) prior service at an overseas university will not be accepted;

(iii) where long service leave has been taken or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, the Staff Member will not accrue any entitlement to leave for that period of service with the releasing university;

(iv) where long service leave has been taken or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, such a period will be included as qualifying service for determining when the Staff Member is eligible to take long service leave at the University; and

(v) the Staff Member will be required to serve a minimum of three years with the University before being permitted to take accrued long service leave or to be paid in lieu on termination of employment except that in eligible cases, payment in lieu of accrued leave will be made when a Staff Member retires or dies.

4.1.45 Re-crediting Long Service Leave

A Staff Member who becomes ill, injured or incapacitated for one week or more during a period of Long Service Leave will be entitled to payment of Personal Leave on production of supporting documentation in accordance with the Personal Leave Policy.

4.1.46 Payment in lieu on termination

Payment in lieu will be made for any entitlement to Long Service Leave accrued but not taken on termination. Where termination of employment is due to the Staff Member's death, such payment will be made to the Staff Member's estate. Payment will be made at the Staff Members base rate of salary.

4.1.47 Continuity of Service

When a period (or periods) of leave without pay exceeds an aggregate of six months the excess over six months will not be counted as service in determining the total service for long service leave purposes.
Parental Leave

4.1.48 In order to assist Staff to balance work and family responsibilities, the University provides parental leave to eligible staff for the birth of a child to them or their partner; or the placement of a child with a view to adoption; or foster parenting arrangements.

4.1.49 If the University employs a Staff Member’s partner, paid leave may be shared up to the total eligible entitlement. Fixed-term and long-term casual Staff, who satisfy eligibility requirements, will be entitled to payment for the full period of parental leave.

4.1.50 Eligibility and entitlement

<table>
<thead>
<tr>
<th>Full-time continuing and fixed-term staff – primary carer</th>
<th>14 weeks paid leave from commencement of employment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Additional 12 weeks paid leave with more than 1 year Continuous Service</td>
</tr>
<tr>
<td></td>
<td>Unpaid parental leave up to the child’s second birthday</td>
</tr>
<tr>
<td></td>
<td>Up to 2 days paid leave to attend compulsory interviews as part of an adoption procedure</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part-time staff – primary carer</th>
<th>Paid on proportionate basis of the full-time entitlement</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Casual staff (long-term) – primary carer</th>
<th>Paid on proportionate basis of the full-time entitlement</th>
</tr>
</thead>
</table>

4.1.51 Leave before Parental Leave

(a) A Staff Member may take personal leave for routine medical appointments and for pre natal classes held in working hours.

(b) If a Staff Member’s partner is pregnant, the Staff Member may take Personal Leave for routine medical appointments and for pre natal classes held in working hours.

4.1.52 Transfer to Safe Work

(a) Where illness or risks arising out of pregnancy or hazards connected with normal duties make it inadvisable for a pregnant Staff Member to continue in her substantive role, the duties will be modified or the Staff Member transferred to a safe position at the same classification level until the commencement of parental leave. Alternatively, if the Staff Member agrees and it is both possible and appropriate, a working at home agreement may be negotiated for an appropriate and specified period.

(b) If adjustments cannot reasonably be made, the Head will consult with the Staff Member and grant any accrued entitlements to paid leave including personal leave, annual leave, long service leave or leave without pay until the child is born or for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner. If the Staff Member wishes to commence parental leave, any paid or unpaid parental leave will be deducted from the maximum entitlement offered by the University.

(c) Parental leave will be paid at the rate of the Staff Member’s substantive salary. If the Staff Member changed temporarily to a reduced hours position because of
the pregnancy, the relevant salary when taking parental leave will be the substantive salary paid immediately before the hours of work were reduced.

4.1.53 Taking Parental Leave

(a) A Staff Member may take parental leave as full-time or with the approval of the Head as:
   (i) part-time; or
   (ii) partly full-time and partly part-time.

(b) Unpaid parental leave may begin at any time up to 2 years from the date of birth or adoption of the child.

(c) A Staff Member should not take parental leave at the same time as the Staff Member’s partner but this does not apply to:
   (i) Partner’s Leave taken at the time of the birth of the child; or
   (ii) paid parental leave shared by the Staff Member and the Staff Member’s partner at the time the child has been placed with them with a view to the adoption of the child.

(d) A Staff Member may elect to take a period of annual leave or long service leave to which there is an entitlement, instead of unpaid parental leave. The period of annual leave or long service leave will be treated as part of parental leave.

(e) A Staff Member granted part-time parental leave may resume full-time work on giving the Head four weeks notice. A Staff Member may not be able to return to the former position in a full-time capacity until the leave would have expired but must be placed on duties at the same Academic level as the substantive position.

4.1.54 Adoption and Foster Care

(a) Adopting parents are eligible for parental leave in respect of a child who is under 18 years old provided that:
   (i) the child is not a natural child or step-child of the Staff Member or the Staff Member’s partner;
   (ii) the child has not, at the proposed date of placement, previously lived with the Staff Member for a continuous period of more than 6 months.

(b) If a Staff Member becomes the primary care giver of a foster child on a long-term placement, the Staff Member may take paid parental leave for 6 weeks at half pay for a child under 18.

(c) Parental leave will commence from the date on which the Staff Member takes custody of the child, irrespective of whether that date is before or after the date on which the court makes an order for the adoption of the child by the Staff Member.

4.1.55 Entitlement to Paid Parental Leave

(a) Fixed-term or Long Term Casual Staff who commence a period of paid parental leave prior to the expiration of their contract, will be entitled to payment for the full period of paid parental leave to which they have an entitlement.

(b) A Staff Member who returns to work within their period of paid leave may bank the difference to use for discretionary purposes. This retained entitlement may be taken at any time, in agreement with the Head, up to the child’s second birthday and is available to use for:
(i) a subsidised part-time return to work to assist in a phased return to the workplace; or

(ii) a further period of paid parental leave with notice requirement of 4 weeks written notice; or

(iii) professional development purposes and/or a research grant.

4.1.56 Premature Birth, Still Birth, Miscarriage or Death of Child

(a) If a Staff Member gives birth prematurely she is treated as being on paid parental leave from the date she enters on leave to give birth to the child and any previous leave arrangements may need to be varied.

(b) A Staff Member whose child is stillborn or dies within 4 weeks of birth will be entitled to 14 weeks paid leave. A Staff Member may also access available Personal Leave or unpaid Special Maternity Leave.

(c) Where a Staff Member’s pregnancy terminates prior to 20 weeks gestation any absence from work will be on Personal Leave. Long Term Casuals will be considered as being on unpaid authorised absence.

4.1.57 Payment of Salary

The salary costs of Staff on paid parental leave are met from a central account. This will allow the provision of essential replacement for absent Staff.

4.1.58 Effect on Other Entitlements

(a) Paid parental leave or partner’s leave on full pay will count in full and parental leave paid at half pay will count to the extent of one half thereof for the accrual of annual leave.

(b) Parental leave without pay counts as service for incremental purposes.

4.1.59 Further Pregnancy

A Staff Member who becomes pregnant while on parental leave is entitled to a further period of parental leave. However, remaining parental leave from the former pregnancy lapses as soon as the new period of parental leave begins.

4.1.60 Return to Work and Right of Return to Former Position after Parental Leave

(a) A Staff Member may not return to work within 6 weeks of giving birth to the child.

(b) A Staff Member will confirm their intention to return to work by giving notice in writing not less than 6 weeks prior to the expiration of parental leave.

(c) On return from parental leave the Staff Member is entitled to return to the pre-parental leave position or if that position no longer exists an available position for which the Staff Member is qualified and suited nearest in status and pay to the pre-parental leave position.

(d) A Staff Member, returning from parental leave, may make a request for flexible work arrangements in accordance with clause 4.2 Flexible Work. The University, where it is reasonable and practicable, will attempt to accommodate the Staff Member’s request subject to operational requirements.

(e) Staff returning from parental leave will receive a local briefing on the latest changes and developments in their working environment, including any necessary training.
4.1.61 Former Position Redundant

Where the University has commenced a managing change process in accordance with the Agreement, which is likely to have significant effect on the Staff Member’s position, the University will notify the Staff Member and allow them reasonable opportunity to participate in the process. If the position the Staff Member occupied prior to the commencement of parental leave is identified as a redundant position the University will provide reasonable opportunity for redeployment in accordance with the Redundancy, Redeployment and Retrenchment provisions of this Agreement.

4.1.62 Breastfeeding Support

Support will be provided to women returning to work after parental leave to continue with breastfeeding, if that is their choice. Breaks for expressing and storing breast milk and to breastfeed if the child is in nearby care will be paid.

**Partner’s Leave**

4.1.63 Eligibility and entitlement

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time staff</td>
<td>Up to 4 weeks paid leave at the birth or adoption of the child</td>
</tr>
<tr>
<td></td>
<td>Up to 4 weeks unpaid leave (meaning a maximum of 8 weeks concurrent parental leave can be taken)</td>
</tr>
<tr>
<td>Part-time staff</td>
<td>Pro-rata of the full-time entitlement</td>
</tr>
</tbody>
</table>

4.1.64 Entitlement to parental leave will be reduced by any partner’s leave taken at the time of the birth or adoption of the child.

**Community Leave**

4.1.65 Community leave may be granted to Staff (excluding casuals) in accordance with University guidelines to enable them to perform a service to the community.

4.1.66 This leave applies only to activities that are:

   (a) not regarded as duty;
   (b) not covered by other forms of available leave.

4.1.67 The length of leave granted will vary depending upon the circumstances, in accordance with the conditions and eligibility outlined below. In each circumstance, the leave is to be limited to the minimum time necessary.

4.1.68 Community leave may be taken for:

   (a) Living Organ Donation

      (i) For the duration of the Federal Government’s Living Organ Donors Scheme, the provisions of this sub clause will apply.
      (ii) A Staff Member must notify their Supervisor as soon as possible of their intention to donate a kidney or partial liver and will provide supporting medical documentation from their medical practitioner.
      (iii) Where a medical practitioner confirms a Staff Member is able to proceed with the donation surgery, the University will:

         (a) regard the Staff Member as being on authorised absence from duty during the period required to undergo and recover from surgery
(b) Jury Service

(i) A Staff Member who is summoned as a prospective juror must notify their Supervisor as soon as possible of the date/s when they are required to attend for jury service.

(ii) The Staff Member must provide proof of attendance, duration, and financial reimbursement received. Any amounts received for attendance (other than meal and/or travel allowances) are to be paid to the University.

(iii) Leave will be paid upon the University receiving proof of attendance and reimbursement of monies received.

(c) Attendance as a Witness

(i) A Staff Member who is required to attend proceedings as a witness will be regarded as being on duty during their period of absence if:

(a) required as a Crown Witness. Fees received, other than out of pocket expenses, will be paid to the University.
(b) required as a witness on behalf of the University or as a witness in proceedings relating to a University Award or Agreement. No fees will be paid.

(ii) Other than above, a Staff Member summoned or called as a witness is required to take annual leave or make alternative working arrangements.

(d) Volunteer Emergency Services

(i) The University will grant paid leave to a Staff Member to assist in emergency services and disaster relief, or related training, provided that the Staff Member is not required by the University for essential operations or emergency services.

(ii) The Staff Member is responsible for advising the University as soon as possible of call-in to emergency or disaster support.

(iii) The organisation where the Staff Member is volunteering must certify that the Staff Member was required for the specified period.

(e) Defence Force

(i) Staff serving on a part-time basis in the Australian Reserve Forces are entitled to paid leave to attend Defence Forces training, in accordance with Federal Government Provisions.

(ii) The period of leave granted is subject to Reserve Force documentary evidence provided by the Staff Member to the University.

(iii) Eligibility and entitlement
Public Holidays and University Concessional Days

4.1.69 All staff (excluding Casuals) will be paid leave for all declared public holidays in NSW (excluding local declared public holidays). Staff will receive 3 days paid leave between 26 December and 1 January.

4.1.70 A Staff Member who is required to work on a public holiday or on the University Concessional Days will be paid or take alternative days off.

Leave Without Pay

4.1.71 The University may approve leave without pay in accordance with University policy, subject to the convenience of the University. Usually, a Staff Member must exhaust their annual leave credits before applying for leave without pay.

Graduation Leave

4.1.72 Graduation Ceremony Leave

Eligible Staff may be granted leave to attend their tertiary graduation ceremony. Leave will only be granted where Staff are graduating at a ceremony held during normal working hours.

4.1.73 Eligibility and entitlement

<table>
<thead>
<tr>
<th>All continuing and eligible fixed-term staff</th>
<th>One half day paid leave for graduations held within the Sydney metropolitan area</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>One day paid leave for graduations held outside the Sydney area</td>
</tr>
</tbody>
</table>

English Language Training

4.1.74 English language training is aimed at staff who are unable to meet standards of communication to advance career prospects, or who constitute an occupational health and safety risk to themselves and/or fellow staff.

4.1.75 Training will be for a minimum of 100 hours and subject to an appropriate needs assessment.

Work Related Travel

4.1.76 Staff who travel on University business will be entitled to payment or reimbursement for expenses in accordance with Schedule 4.

4.2 Flexible Work

4.2.1 A Staff Member may make a request to move to a flexible work arrangement for up to three years (or longer by agreement between the Staff Member and their Supervisor), if the Staff Member:

(a) has carer responsibilities;

(b) has a disability;
(c) is 55 or older;
(d) is experiencing domestic violence; or
(e) is supporting a family or household member who is experiencing domestic violence.

4.2.2 Staff who wish to access flexible work arrangements will make written application to their Supervisor setting out the nature of flexibility required and the proposed period of time the arrangement will be in place.

4.2.3 The University may refuse an application for flexible work arrangements on reasonable business grounds. If the application is refused the University must provide detailed reasons in writing to the Staff Member.

4.2.4 In addition to any other rights in this Agreement, if an application for a flexible work arrangement is refused the Staff Member may make further application where circumstances have changed, or twelve months from the date of the initial application.

4.3 Academic Workloads

Workload Principles

4.3.1 Any workload model revised as a result of the following provisions will take effect no earlier than the academic year commencing 2015.

4.3.2 Academic work may include, but is not limited to, teaching, educational and academic development, research, teaching administration, leadership, community engagement, university service and administration and professional development to support and enable these activities.

4.3.3 Teaching and related duties are those carried out in relation to award, non-award, OUA and educational initiatives. Teaching and related duties may include, but are not limited to:

(a) preparation and delivery of classroom, online, laboratory, clinical and field teaching activities and resources. This includes creating or updating existing teaching activities and resources;
(b) marking of assessment tasks and examinations and providing feedback on assessment tasks to students;
(c) evaluation of teaching and/or curriculum;
(d) student consultation, either face-to-face or via email or other online communication tool;
(e) higher degree research supervision;
(f) fulfilling requirements of the unit convenor/coordinator/lecturer-in-charge role;
(g) teaching development, including applying for teaching grants;
(h) curriculum development and quality assurance and enhancement (including review processes) for new and existing offerings;
(i) program coordination (usually Level C or above);
(j) proposing new units and programs for internal approval and external accreditation and ensuring maintenance of internal and external accreditation of existing units and programs;
(k) placement coordination and student preparation and support for Participation and Community Engagement (PACE) units.

4.3.4 Research and related duties may include, but are not limited to:
(a) scholarship to inform research and maintain currency in the discipline;
(b) research supervision;
(c) conduct of research studies, projects and programs;
(d) undertaking a higher research degree;
(e) undertaking professional development for research;
(f) research in teaching and education, both general and discipline-specific;
(g) research-related leadership, service and administration.

4.3.5 Service and administration duties may include, but are not limited to:

**University service and administration**

(a) attending University functions and events (i.e. graduation ceremonies, open days);
(b) membership of and participation in committees and working parties;
(c) facilitating and participating in staff development activities;
(d) engagement in University meetings, committees and administrative processes;
(e) academic advising;
(f) leadership and management of a University department or centre;

**Community engagement:**

(g) engagement and advocacy with industry and community partners on behalf of the University;
(h) engagement with discipline- or profession-based organisations that contributes to the University's community engagement and does not constitute outside employment;
(i) membership or leadership of editorial boards for scholarly journals, professional associations and organising committees for conferences and forums relevant to the Staff Member's research or professional role;
(j) reviewing scholarly articles, books and papers for publication and/or conference presentation as appropriate.

4.3.6 Level D and E Academic Staff must be available for University administrative work outside of their Department and Faculty. Their work in a leadership role will be recognised in Faculty and Department workload models.

4.3.7 Duties and workloads must be consistent with the Minimum Standards for Academic Levels (MSALs).

4.3.8 Variations in individual Staff Members' proportions of teaching, research and service/community engagement will not affect eligibility for appointment, probation, promotion and professional and career developmental opportunities. For the purpose of appointment, probation and in the conduct of Performance Development and Review processes, performance in each area of academic work will be judged relative to opportunity. In particular, expectation of a Staff Member's research activity and output will be proportionate to the research component of their workload.

4.3.9 No fixed-term or continuing Staff Member or academic position will be classified as 'teaching only'.
4.3.10 The following clauses apply to all fixed-term and continuing Staff who have teaching and teaching-related duties, including Scholarly Teaching Fellows and Teaching Scholars, except where otherwise specified.

4.3.11 Outside work is not part of the workload and is subject to approval under clause 4.6.

**Workload Models**

4.3.12 Workload models will be developed through consistent and normal Faculty processes, which may include Departmental and/or Faculty meetings to discuss changes to a Department or Faculty model. Each Faculty will have an academic workload model that sets out the specific weightings to be used to allocate teaching workloads for each of the applicable items listed in sub clause 4.3.3 under ‘teaching and related duties’.

4.3.13 Faculties may also include in this model elements and expectations relating to research, service and outreach activities.

4.3.14 Faculty workload models will be reviewed annually by a Faculty workload review group composed of at least one Staff Member from each Department with less than 50% of the group being of Heads of Departments. The review will include the reasonableness of workload weightings. Reports from the Faculty workload review groups will be provided to the MUCC on an annual basis.

4.3.15 Where necessary, to accommodate disciplinary differences across Departments, Faculty workload models may include variations in the components of the model. In order to maintain parity across Departments, such variations will be subject to review by the Faculty workload review group and approval by the Executive Dean.

4.3.16 The Faculty Executive Dean is responsible for:

(a) the review and final approval of the Faculty workload model. In doing so, the Executive Dean will review, consider and respond to feedback on workload models, including feedback provided by the Faculty workload review group and the MUCC;

(b) ensuring publication on the Faculty website of the Faculty workload model and any Departmental variations. The model to be applied each year will be published by the end of the preceding calendar year.

4.3.17 Workload models may include ‘block’, offshore or vacation teaching.

4.3.18 Workload models will include specific limits (not norms) for each of the following:

(a) face-to-face contact hours;

(b) hours of lectures or online equivalent per week, where the Staff Member:

(i) is teaching a unit or module for the first time;

(ii) has delivered equivalent lectures in a previous offering of the same unit or module;

(iii) has delivered the same lecture in the current offering of a unit or module (repeat lecture);

(c) total number of lecture hours, in any week, averaged over the teaching weeks;

(d) expected hours of interaction with students in online units or components of units;

(e) expected marking loads, taking into account exam timetables;

(f) the number of research degree students and/or coursework research projects that a Staff Member supervises in any one teaching period; and
(g) the number of units coordinated per session, averaged over a year (this may include specification of the level and/or size of units).

**Workload Allocation**

4.3.19 Workload allocation processes will be transparent, consultative, equitable and reasonable.

4.3.20 An annual written workload allocation will be developed by the Head of Department for each Staff Member following Consultation between the Head of Department and the Staff Member. The written allocation will specify the workload that the Staff Member will undertake in the coming academic year, including the proportions of each workload component.

4.3.21 The allocation of workload will take into account Staff preferences, individual ability and the teaching and administrative needs of the Department and Faculty, equity considerations and the Staff Member’s promotion and research plans and provide reasonable accommodation of a Staff Member’s carer responsibilities and any relevant disability.

4.3.22 The normal pattern of academic workload is 40% teaching, 40% research and 20% community engagement and/or University service. The majority of continuing and fixed-term Staff will be engaged on the normal workload pattern.

4.3.23 Variations on the normal pattern specified in sub clause 4.3.22 are to be set by the Head in consultation with the Staff Member. In setting the workload pattern, the Head will consider a Staff Member’s:

(a) preference with due regard to the Department’s requirements for teaching, research and service;

(b) specific teaching and teaching-related responsibilities due to appointment in the category of Scholarly Teaching Fellow or Teaching Scholar;

(c) specific service responsibilities due to appointment to an academic administrative position or taking up specific additional administrative responsibilities;

(d) specific research and research-related responsibilities due to their leadership role in a specific research project or Centre;

(e) appointment to a Research-only position;

(f) level of research activity.

4.3.24 A Staff Member and their Supervisor may agree to proportions of teaching, research and community engagement and/or University service other than those specified in sub clause 4.3.31 in circumstances where the Staff Member is:

(a) a medical or other industry practitioner engaged primarily for teaching purposes; and,

(b) employed on a part-time fraction of 25% or less.

4.3.25 An existing Staff Member may, by mutual agreement with the Head of Department, be classified for workload allocation purposes as a Teaching Scholar for a specified period of time.

4.3.26 The University may also appoint new Staff Members, designated as Academic Developers, whose workload allocation and primary role includes the duties listed in sub clause 4.3.27 and who may be classified as Teaching Scholars on an ongoing basis.
4.3.27 In this capacity, a Teaching Scholar may agree to a teaching and related duties load of up to 80% of total workload, provided the agreement set out the expectation that this workload allocation will include the Staff Member undertaking some of the following:

(a) taking a leadership role in curriculum development;
(b) providing professional development in teaching for colleagues within the Department, Faculty or across the University;
(c) providing induction sessions in teaching, mentoring early career academics and/or leading or coordinating peer observation/review of teaching and/or curriculum development;
(d) engaging in scholarship in teaching through conference presentations, peer-reviewed journal articles, and/or invited presentations/guest lectures at other institutions or for appropriate peak bodies; and/or,
(e) contributing to other activities listed in the Macquarie University Teaching Index.

4.3.28 Following the agreed term as a Teaching Scholar, a Staff Member has the right to return to the workload pattern held immediately prior to the term as a Teaching Scholar or another pattern compliant with sub clause 4.3.22. Alternatively, a Staff Member may, by mutual agreement with the Head of Department, undertake a further term as a Teaching Scholar.

4.3.29 Maximum workload allocations are to be set within a nominal limit of 1575 working hours per year (45 weeks at 35 nominal hours per week) for full-time staff (based on the Staff Member accessing four weeks annual leave). Accordingly, a full-time Staff Member's allocated workload must be able to be completed within a 35-hour week, averaged over a year. By mutual agreement, a Staff Member's workload allocation may be averaged over a two-year period. Workload allocations, including research expectations, for part-time staff should reflect the appropriate employment fraction.

4.3.30 Teaching allocations will be calculated by applying the percentage teaching load to 1575 working hours. For example:

<table>
<thead>
<tr>
<th>Teaching load as a percentage of total workload</th>
<th>Allocation for teaching and teaching-related duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>315 hours</td>
</tr>
<tr>
<td>30%</td>
<td>472.5 hours</td>
</tr>
<tr>
<td>40%</td>
<td>630 hours</td>
</tr>
<tr>
<td>50%</td>
<td>787.5 hours</td>
</tr>
<tr>
<td>60%</td>
<td>945 hours</td>
</tr>
<tr>
<td>70%</td>
<td>1102.5 hours</td>
</tr>
<tr>
<td>80%</td>
<td>1260 hours</td>
</tr>
</tbody>
</table>

4.3.31 No Staff Member will be required to undertake teaching and related duties for more than 60% of their workload except for those Staff employed as:

(a) Teaching-focused Appointments under sub clause 3.6.20 (k);
(b) Scholarly Teaching Fellows under sub clauses 3.6.8 – 3.6.16; or,
(c) Teaching Scholars under sub clauses 4.3.25 – 4.3.28.
4.3.32 No Staff Member will be required to have a combined University service and administration/community engagement component of more than 20% of their workload unless they have an appointment to an academic administrative role.

4.3.33 In addition a Staff Member will not be required to:

(a) teach in more than two sessions in a three-session system, or more than three sessions in a four-session system;

(b) teach across a span of more than 9 hours on any day;

(c) teach morning classes within 12 hours of the conclusion of their previous day's teaching.

4.3.34 Staff may be asked but will not be required to contribute to Session 3 teaching in accordance with normal workload arrangements. Staff who are otherwise fully committed may agree to undertake teaching for additional remuneration.

4.3.35 Professional outreach is only to be included in the workload allocation when it is integral to University work, for example, clinical practice required to maintain professional registration.

4.3.36 A Staff Member will not be required to perform off-shore teaching unless the Staff Member was specifically recruited for this purpose.

4.3.37 Early career academics will be given special consideration in workload allocations, taking into account the additional time they need to prepare and teach material new to them, to familiarise themselves with teaching technologies, policies and procedures, to undertake professional development and to establish a research profile.

4.3.38 For Staff who have been on extended leave (for example, sick leave, leave relating to work-related illness or injury or parental leave), workload allocations must be consistent with any return to work plans.

4.3.39 A Staff Member's annual leave and other leave plans will be taken into consideration in the negotiation and finalisation of their workload allocation. No Staff Member will be required to make up time or take on additional duties but may alter the duties that would normally be undertaken as a result of taking leave of any kind.

4.3.40 Each Staff Member will be given a schedule showing their workload allocation and that of all Staff Members in the Department for the academic year (or session).

4.3.41 The full schedule of workload allocations for each Department is to be published within the Department.

4.3.42 If circumstances change during the year, the workload allocation may be varied after consultation between the Head of Department and Staff Member. Any changes will be recorded and published and must be consistent with the Faculty workload model and any teaching allocation above the agreed load will be offset in the workload of the subsequent session in which the Staff Member is scheduled to teach; alternatively, the Staff Member may agree to additional remuneration for the above-load teaching. By agreement between the Head and the Staff Member, the offset may be applied in up to three subsequent sessions in which the Staff Member is scheduled to teach.

**Disputes about Individual Workload Allocations**

4.3.43 Disputes about individual workload allocations will be resolved using the Dispute Settlement Procedures at Clause 4.9 of this Agreement.

### 4.4 Higher Duties Allowance

4.4.1 Where the University requires a Staff Member to perform some or all of the duties of a higher level position for a minimum period of five consecutive working days (or in the
case of a part-time Staff Member, for a minimum period of the Staff Member’s normal working week), the Staff Member will be paid an allowance equal to the difference between the Staff Member's substantive salary and the minimum salary for the level of the higher level position.

4.4.2 Where the Staff Member is not undertaking all the duties of the position then a proportion of the allowance will be paid for the proportion of work performed. The Staff Member will be advised of the extent of the duties to be performed and the rate of allowance to be paid. The duties and allowance may be increased or decreased during the relieving period following consultation with the Staff Member.

4.4.3 Payment of a Higher Duties Allowance will not normally exceed a period of 12 months. If the allowance is to continue to be paid beyond the 12 month period the Supervisor must advise the Director, Human Resources of the reasons and seek approval for continuation of the allowance. The Director, Human Resources may approve the continuation of the allowance for a further period of up to 12 months and/or make a recommendation regarding the cessation of the allowance and associated duties.

4.4.4 A Higher Duties Allowance is not payable where the Staff Member is the designated relieving officer or is recognised in the relevant role as the deputy of a more senior Staff Member.

4.4.5 Where a Staff Member is paid a Higher Duties Allowance for a period greater than 12 months they will be eligible for incremental progression to the next step of the higher level position and the allowance will become superannuable.

4.4.6 A Staff Member who receives a Higher Duties Allowance for a period in excess of 20 working days will receive the allowance for paid leave taken during the period of higher duties.

4.4.7 Opportunities to act in higher positions should be seen as professional development for Staff and be offered to eligible Staff on an equitable basis.

4.5 Home-based Work Arrangements

4.5.1 A Staff Member may request the University to permit the Staff Member to perform some or all of their duties from their home.

4.5.2 The University has discretion to:

(a) permit or not permit the Staff Member to perform some or all of their duties from their home; and

(b) impose any conditions on the Staff Member in relation to the performance of their duties from their home, from time to time, without being limited by any other provisions in this Agreement. The Staff Member must comply with any such conditions.

4.6 Outside Work

**Outside Work with a Monetary Value**

4.6.1 A Staff Member must obtain the University’s written consent prior to being engaged in any activity for any person or entity (other than the University except where this is part of any University Consultancy), for which the Staff Member derives a benefit, which has a monetary value (Monetary Activity). The written consent of the University must be obtained in accordance with the University’s policy as varied from time to time.

4.6.2 If a Staff Member is involved in any Monetary Activity for which they have not obtained the University’s written consent, the University can require the Staff Member to cease involvement in the Monetary Activity at any time. If the University requires an Academic Staff Member to cease involvement in the Monetary Activity under this sub clause, the
Staff Member must cease all involvement immediately in the Monetary Activity unless and until any such time that the University permits the Staff Member in writing to recommence involvement in the Monetary Activity.

4.6.3 The provisions in sub clause 4.6.1 and 4.6.2 apply to all full-time Staff and all part-time Staff whose part-time appointment is at a time fraction of 0.8 or above.

4.6.4 For the purposes of this clause University Consultancy means any services provided by a Staff Member as part of any agreement between the University (or a related body corporate as defined in the Corporations Act 2001 (Cth)) and a third party (including a third party of which the University is a member), whether the Staff Member is a party to that agreement or not.

4.6.5 The University has the discretion to impose reasonable conditions (including ceasing the activity) on a Staff Member in relation to the performance of any Monetary Activity and the Staff Member must comply.

Conflicts of Interests

4.6.6 In this clause, Conflict means any actual or potential conflict of interest in relation to the best interests of the University and includes, without limitation, any matter, which may cause injury to the reputation of the University.

4.6.7 If a Staff Member is involved in any activity for any person or entity which gives rise to, or may give rise to, a Conflict (Conflict Activity), the Staff Member must inform the University in writing as soon as they become aware of the Conflict or potential Conflict and must resolve the Conflict or potential Conflict as reasonably required.

4.6.8 Without limiting the remainder of this clause if a Conflict arises, or may arise, as a result of a Staff Member being a shareholder, joint venturer, an investor, unit holder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier then the Staff Member must immediately and fully disclose the Conflict to the University in writing and must resolve the Conflict as reasonably required by the University.

4.6.9 The University has the discretion to impose reasonable conditions (including ceasing the activity) on a Staff Member in relation to the performance of any Conflict Activity.

General

4.6.10 In the event that a Staff Member is unable to fulfil their obligations to the University and the Staff Member’s obligations regarding any Monetary Activity or Conflict Activity, the Staff Member must give precedence to their obligations to the University and, if required to do so by the University, cease any involvement in the Monetary Activity or Conflict Activity.

4.6.11 In relation to any activity for any person or entity other than the University which the Staff Member is involved in, the Staff Member must ensure that:

(a) the activity will not impinge upon the satisfactory performance of their University duties;

(b) University resources are not used for the activity without prior written approval;

(c) relevant activities are included in the research data collection and thus earn research quantum (or its equivalent) for the University;

(d) the activity is not injurious to the reputation of the University;

(e) the University is protected from vicarious liability in any legal action arising from the activity; and

(f) the activity does not create a Conflict for the Staff Member.
4.7 Macquarie University Consultative Committee

4.7.1 For the purposes of discussing and facilitating matters related to employment at Macquarie University, the University has established the Macquarie University Consultative Committee (MUCC).

4.7.2 The MUCC will provide a forum for the discussion of employment related matters, including:

(a) the implementation of this Agreement;
(b) the development, establishment, variation or revocation of any policy, procedure, guideline or code of the University whether or not referred to in this Agreement;
(c) staff training and career development;
(d) workplace diversity policy and programs; and
(e) Health and Safety.

4.7.3 Membership of the MUCC comprises:

(a) up to four University management representatives nominated by the Vice-Chancellor;
(b) up to four nominees of the CPSU;
(c) up to four nominees of the NTEU;
(d) four Professional staff of the University elected by all Professional staff across the University; and
(e) four Academic Staff of the University elected by all Academic Staff across the University.

4.7.4 All members of the MUCC will be appointed for a nominal term of two years and no member may serve more than three consecutive terms.

4.7.5 The University will call for nominations of MUCC members every two years. In the first instance, nominations will be called within 3 months of the commencement of this Agreement.

4.7.6 All continuing and fixed-term Academic Staff Members who are employed at the date of notice of the election will be eligible for the purpose of nomination for election of the positions referred to at sub clause 4.7.3 (e).

4.7.7 If, after the close of the call for nominations, more than four nominations are received, the University will hold a ballot and all Academic Staff Members employed at the closing of the ballot will be eligible for the purposes of voting.

4.7.8 If, after the close of the call for nominations, the number of nominations received by the University does not exceed the number of positions to be filled, the University will declare the nominated Staff Members to be elected. Any remaining positions that are not filled will remain vacant for the relevant nominal term.

4.7.9 During the nominal two year term the Chair may formally request the Director, Human Resources, to make arrangements to fill vacancies that may arise. The Director, Human Resources and the Chair may, in consultation with the MUCC, make a decision to fill the vacancies in a manner appropriate to the circumstances. Any member appointed to the MUCC under this sub clause will hold the position for the remainder of the nominal two year term.

4.7.10 The NTEU will provide the University with the names of the Staff Members for the Union nominated positions referred to at sub clause 4.7.3 (c), no later than the close of
the call for nominations. Any Union nominated position that becomes vacant during the two year term may be filled by the nomination of the NTEU.

4.7.11 One paid employee of each union may attend meetings of the MUCC at the invitation of the relevant union. The employee may participate in meetings but is not a member of the MUCC and may not vote on any resolutions of the MUCC.

4.7.12 Management representatives will attend and participate in all meetings of the MUCC. Management representatives will provide information on matters under consideration and receive feedback from the MUCC. The University will actively consider the views and submissions of the MUCC. The Chair will communicate with the University via the Director, Human Resources.

4.7.13 Members of the MUCC will elect a Chair and Deputy Chair annually. The Deputy Chair will assume all responsibilities of the Chair in his or her absence.

4.7.14 Meetings of the MUCC will be convened 5 times per year. The Members may agree to further meetings as necessary. Members will be allowed reasonable paid time during working hours to prepare for meetings and will be released from ordinary duties to attend MUCC meetings. The University will provide an appropriate level of resources and administrative support for the meetings of MUCC.

Policy Development and Review

4.7.15 The University will, within the 12 months of the commencement of this Agreement, in conjunction with the MUCC:

(a) develop guidelines in relation to:
   (i) the operation of the deferred salary scheme;
   (ii) the University framework for responding to and supporting Staff Members experiencing Domestic Violence.

(b) review guidelines in relation to:
   (i) the process of converting fixed-term employment to continuing;
   (ii) the process of employing casual Academic Staff.

Academic Workloads Subcommittee

4.7.16 The Chair will convene a subcommittee which will report to the MUCC for the purposes of monitoring the compliance of Faculty workload models in accordance with the Academic Workloads clause set out in this Agreement.

4.7.17 This subcommittee:

(a) will examine Faculty Workload Model compliance with this Agreement;

(b) may review the weightings allocated in Faculty workload models and make recommendations on the reasonableness of the weightings.

4.7.18 The Pro Vice-Chancellor (Learning, Teaching and Diversity) is currently undertaking a project reviewing the delivery of online teaching. The Pro Vice-Chancellor will consult the subcommittee, by August 2014, both on the design of and changes to online teaching as proposed by the review and the implications for Academic Workloads.

Casual Academic Employment

4.7.19 The University will provide the Macquarie University Consultative Committee (MUCC) with statistical data relating to casual academic employment, on an annual basis including:
(a) FTE and headcount figures (data provided as at March and September each year);
(b) rates of transition from casual to fixed-term and continuing employment;
(c) number of years of engagement of casual staff;
(d) proportions of casual staff still engaged as casuals by initial year of engagement.

4.7.20 The MUCC will be provided with a report of the University’s responses to the recommendations, as set out in the report of the Casual Academic Employment Working Party, which will include the University’s feasibility assessment of the recommendations.

4.8 Managing Change in the Workplace

4.8.1 Sound management of workplace change includes the involvement of all people who will be affected by the change. The University is committed to a transparent workplace change process, which ensures that it is able to adapt to changing circumstances while minimising any adverse effects to the University community.

4.8.2 The University will, usually and where appropriate, discuss with Staff issues that might lead to change before developing a formal change proposal/paper as required under sub clause 4.8.5 below. Nothing in the clause will prevent the University from undertaking a feasibility assessment of possible workplace change before engaging in a consultative process with Staff.

4.8.3 Where the University is considering workplace change that could reasonably be expected to have significant effects on Staff they will engage in a consultative process with all affected Staff and the NTEU. Significant effects may arise from, but are not limited to:

(a) the need to transfer Staff to other work or locations including transfer to a new employer;
(b) a reduction in the number of positions;
(c) the alteration of hours of work across a work unit;
(d) the alteration of the way in which work is performed and organised within a work unit which may be due, but not limited to, the introduction of new technology or other changes to programs or organisation structure;
(e) the closure of a University work unit or part of a University work unit;
(f) any proposal to contract out the work currently being performed by any Staff Member, or to commence using (or increase the use of) independent contractors or labour hire workers to perform types of work currently being performed by Staff; or
(g) changes that invoke the clause dealing with Redundancy, Redeployment and Retrenchment.

4.8.4 Staff will be entitled to request the advice or assistance of their Union at any stage of discussion of the workplace change.

Significant Effects

4.8.5 During the Consultation process, for change involving significant effects on Staff, the University will provide, to all affected Staff and their Union, a formal change paper that provides relevant information about the proposed workplace changes. The information will include but is not limited to:
(a) documentation setting out recommended changes and the rationale for the change, including objectives and aims of the change;

(b) the likely effects of the change upon Staff, including changes to roles, structures, proposed redundancies and/or redeployments and/or closure of a University work unit or part of a University work unit;

(c) the proposed timelines for implementation;

(d) the financial implications of the proposed change.

4.8.6 In circumstances where proposed workplace changes do not involve a reduction in the number of positions or create redundancies or downgraded positions, the University may concurrently undertake the procedures set out at sub clause 4.8.5 (a) – (d) with those set out at sub clause 4.8.8 (b) – (d).

4.8.7 As part of the Consultation process affected Staff and their Union will be given reasonable time to provide a response to the proposed changes and to any further recommendations made by the University as a consequence of Consultation. A response may include an alternative proposal for the provision of current services. The University will consider the submissions and respond to affected Staff and their Union before making a decision whether or not to proceed with the workplace change.

4.8.8 When the University confirms a decision to proceed with the change proposal, it will:

(a) inform affected staff and their Union;

(b) confer with affected staff and their Union with a view to reaching agreement about the implementation of the change, including the timeline of implementation and measures to mitigate any negative consequences for staff arising from the change and a process for monitoring the effects of the change after implementation;

(c) undertake an assessment of the potential impacts on Designated Equity Groups, indigenous employment strategies and the job security of Staff in the affected area; and

(d) where necessary, undertake an assessment of Staff training needs arising from the change.

4.8.9 Where implementation of workplace change leads to a position becoming redundant, the University will implement the redundancy provisions of this Agreement.

Roster Changes

4.8.10 In circumstances where the University intends to change a Staff Member’s regular roster or ordinary hours of work, the University will:

(a) provide information to the Staff Member about the change;

(b) invite the Staff Member to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

(c) consider any views given by the Staff Member about the impact of the change.

4.9 Dispute Settling Procedures

4.9.1 It is agreed that the University, the Union and all Staff have an interest in the proper application of this Agreement, and in minimising and settling any disputes in a timely manner.

4.9.2 In the event of a dispute relating to this Agreement, the National Employment Standards or matters relating to a written policy of the University regarding employment, the Staff Member or the NTEU will raise the dispute with the University
and attempt to resolve the matter in accordance with this clause. However, no University policy or part of a University policy will constitute a term of this Agreement.

4.9.3 Where a dispute involves a Staff Member, the Staff Member will discuss the matter with their relevant Supervisor or where appropriate, a Staff Member who is more senior than the Staff Member’s Supervisor and attempt to resolve the dispute within the workplace. A Staff Member may choose, at any stage, to be represented by their Union, or an organisation, association or person of their choice in relation to the dispute.

4.9.4 Where a dispute is not resolved under sub clause 4.9.3, at the written request of a party to the dispute, a Disputes Committee will be convened within 5 working days of receipt of the request, unless agreed otherwise. The Disputes Committee will consist of equal numbers of nominees of the parties to the dispute (i.e. 2 University and 2 NTEU nominees; or the Staff Member and their representative and 2 University nominees; or the Staff Member’s representative and 1 University nominee etc).

4.9.5 The Disputes Committee will meet and attempt to resolve the dispute within 5 working days of the Disputes Committee being convened. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by a party to the dispute.

4.9.6 If a dispute under this provision is unable to be resolved at the workplace, the parties to the dispute may agree to refer the dispute for mediation to a person or body other than the Fair Work Commission (FWC).

4.9.7 Where the matter in dispute remains unresolved, and the steps in sub clauses 4.9.2 – 4.9.5, where appropriate, have been taken, a party to the dispute may refer the dispute to the FWC for conciliation. If the matter cannot be resolved through conciliation, either party to the dispute may elect to have the FWC arbitrate the matter.

4.9.8 If an application for arbitration is made, the FWC may exercise any of its powers under the Fair Work Act. A direction or decision of the FWC will be implemented by the parties, subject to either party exercising a right of appeal against the decision of the FWC to the Full Bench of the FWC.

4.9.9 Until the steps in sub clauses 4.9.2 – 4.9.5 have been concluded:

(a) work will continue in the normal manner;

(b) no industrial action will be taken by a party to the dispute in respect of the matter that is the subject of the dispute; and

(c) the University will not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute.

4.9.10 Decisions in accordance with this Agreement to terminate employment will not be subject to further review or dispute.

4.10 Complaint Procedures

4.10.1 A Staff Member (Complainant) may use this Complaint Procedure to have an appropriate person (identified in this Procedure) seek to resolve a Complaint. However, it is recognised that some Complaints may not be capable of resolution by processes internal to the University.

4.10.2 In this clause Complaint means a Complaint a Staff Member has about any matter, other than about:

(a) the interpretation or implementation of this Agreement (Complaints of this type will be dealt with in accordance with the Dispute Settling Procedures clause);
(b) Health and Safety matters (concerns about H&S matters should be directed firstly to a Supervisor, and if unresolved to the Chair, or member, of a local H&S committee or the University’s responsible officer for H&S matters);

(c) conduct of another Staff Member which could constitute misconduct, serious misconduct or unsatisfactory performance (which should be dealt with under the provisions of this Agreement concerning misconduct, serious misconduct or unsatisfactory performance);

(d) steps taken or being taken against a Staff Member (i.e., the potential Complainant) under the provisions of the Agreement concerning misconduct, serious misconduct or unsatisfactory performance (which should be dealt with under the provisions of this Agreement concerning misconduct, serious misconduct or unsatisfactory performance); or

(e) any matter that can be dealt with by an alternative documented University process.

4.10.3 The Complainant must put the Complaint in writing and provide sufficient detail of the Complaint so that it can be properly understood.

4.10.4 A Complainant may choose to be accompanied by a person of their choosing at any meeting convened in accordance with this Complaint Procedure. The Complainant and their chosen representative may withdraw to consult if required. The representative may participate in the meeting but may not answer for the Complainant. The Complainant is required to participate actively in the resolution of the Complaint.

4.10.5 If a Complainant has a Complaint:

(a) about another member of Staff – there should be an attempt to resolve the Complaint directly between the Complainant and other Staff Member as soon as possible. If this is difficult, impractical or unsuccessful, the Complainant may refer the Complaint, in writing, to the Complainant’s Supervisor who must try to resolve the Complaint by mediation as quickly as possible;

(b) about their Supervisor – they may refer the Complaint to the Supervisor’s Supervisor; or

(c) about another matter – they should raise it with their Supervisor.

The Complainant, Supervisor or other management representative and the Staff Member who is the subject of the Complaint will use their best endeavours to resolve the Complaint.

4.10.6 If a Complaint is not resolved at the stage referred to in sub clause 4.10.5, the parties to the Complaint may refer the Complaint to:

(a) the next level of management; or

(b) another Manager external to the work area appointed by the University.

Another attempt will be made to settle the Complaint, usually within five working days.

4.10.7 If a Complaint is not resolved at the stage referred to in sub clause 4.10.6, any party to the Complaint may request that the Director, Human Resources, in consultation with the Director, Equity & Diversity:

(a) seek to resolve the Complaint; or

(b) refer the Complaint to an external mediator.

The Director, Human Resources, in consultation with the Director, Equity & Diversity, will determine how the Complaint is to proceed.
4.10.8 If a Complaint is not resolved at the stage referred to in sub clause 4.10.7, the Complaint Procedure will conclude. Any party to the Complaint may then refer the Complaint to an external authority with jurisdiction to deal with the matter.

4.10.9 If at any point in the Complaint Procedure a party to the Complaint chooses to refer the Complaint (or part of the Complaint) to an external authority, it will be at the discretion of the University whether to continue with this Complaint Procedure.

Time Limits

4.10.10 A Complaint must be lodged within 3 months of the Complainant becoming aware of the circumstances of the Complaint. A Complaint lodged after this time will only be dealt with if the Director, Human Resources believes that special circumstances warrant the matter being dealt with under this Complaint Procedure.

4.10.11 All parties involved in settling a Complaint must endeavour, so far as practical, to complete the Complaint Procedure within 3 months after lodgement. A Complainant may ask the Vice-Chancellor to intervene if there is no resolution of the Complaint after 3 months.

4.10.12 If an anonymous Complaint is received, it will only be dealt with under this clause at the discretion of the University.

4.10.13 The University may decline to deal with any Complaint at any point if the University considers:

(a) the Complaint to be trivial, frivolous or vexatious; and/or
(b) the Complaint to be outside the relationship between the University and the Complainant; and/or
(c) the behaviour of the Complainant to be that of a querulant, obstructive, abusive or threatening in relation to the Complaint.

4.11 Unsatisfactory Performance

4.11.1 This clause will apply to all fixed-term and continuing Academic Staff of the University.

4.11.2 Where a Staff Member’s Supervisor has formed the view that the Staff Member’s performance is unsatisfactory:

(a) the Supervisor will write to the Staff Member outlining their view of the unsatisfactory performance and outlining any previous occasions on which relevant performance concerns have been raised;
(b) meet with the Staff Member to discuss those areas of performance that have been identified as unsatisfactory;
(c) at the meeting the Staff Member will be given a reasonable opportunity to respond to the criticism made of his/her performance, as well as the opportunity to provide a written response up to five working days following the meeting. The Staff Member may use a maximum of 8 hours of work time to prepare the written response;
(d) the Supervisor will determine and advise the Staff Member if the view originally formed is still valid, and if so what improvements are required for performance to be satisfactory;
(e) where reasonable and appropriate the Staff Member will be provided with training and/or development; and
(f) the Staff Member will be given a reasonable period of time, which, depending on the circumstances will not normally be more than three months, to improve those areas of performance identified as being unsatisfactory.
4.11.3 A Staff Member is entitled to be accompanied to any meeting by a representative of their choice. The Staff Member and their representative may withdraw to consult if required. The representative may participate in the meeting but may not answer for the Staff Member.

4.11.4 At the end of the period specified in sub clause 4.11.2 (f) the Supervisor will meet with the Staff Member and review their performance. Following that review:

(a) where the Supervisor determines that all aspects of the Staff Member’s performance are now satisfactory it will be recorded and no further action will be taken; or

(b) where the Supervisor determines any aspect of the Staff Member’s performance remains unsatisfactory, the Supervisor will:

(i) make a report to the Head within 5 working days of meeting with the Staff Member; and

(ii) provide a copy of the report to the Staff Member.

4.11.5 Notwithstanding sub clause 4.11.4, if at any time during the Unsatisfactory Performance process the Supervisor determines that all aspects of the Staff Member’s performance are satisfactory, the Supervisor will inform the Staff Member in writing that the unsatisfactory performance action has concluded and no further action will be taken.

4.11.6 Where the Supervisor forwards a report to the Head, the Staff Member may provide a written response to the Head. Any response by the Staff Member must be provided within 5 working days of the Staff Member receiving the report specified in sub clause 4.11.4 (b) (ii).

4.11.7 The Head:

(a) will review the report and any response from the Staff Member;

(b) may seek further information from the Staff Member or Supervisor regarding the report or the response from the Staff Member; and

(c) will, if requested by the Staff Member, seek input from up to 3 colleagues nominated by the Staff Member in the Faculty or Office in which the Staff Member works, and give them a reasonable opportunity to provide such input.

4.11.8 Having regard to the report and any further information obtained in the process referred to in sub clause 4.11.7, the Head will either:

(a) refer the matter back to the Supervisor for a further review period, which, depending on the circumstances will not normally be more than three months, with directions that the Supervisor must comply with before the matter is referred back to the Head to be dealt with under this sub clause; or

(b) determine that all aspects of the Staff Member’s performance are now satisfactory and that the unsatisfactory performance action has concluded and no further action will be taken; or

(c) provide a report to the Manager, Employee Relations which:

(i) identifies the aspects of performance the Head regards as unsatisfactory;

(ii) records the attempts to remedy the unsatisfactory performance; and

(iii) includes the Staff Member’s responses and, if sought, colleagues’ responses.
4.11.9 If the Head provides a report to the Manager, Employee Relations, a copy will also be provided to the Staff Member.

4.11.10 If the matter proceeds in accordance with 4.11.9 the Manager, Employee Relations will:

(a) consider the report and, if appropriate, request further information from the Staff Member, the Supervisor or the Head; and

(b) determine whether the processes have been complied with in substance and in a manner appropriate to the circumstances. On the basis of that determination, the Manager, Employee Relations may decide to:

(i) take no further action; or

(ii) refer the matter back to the Supervisor or Head with directions which either or both of them must comply with before the matter is referred back to the Manager, Employee Relations to be dealt with under this sub clause 4.11.10; or

(iii) refer the matter to an Unsatisfactory Performance Reviewer (UPR).

4.11.11 If the Manager, Employee Relations decides to refer the matter under sub clause 4.11.10 (b) (iii), the Manager, Employee Relations will appoint a UPR. The UPR will be selected from a pool of suitably qualified practitioners. The Pool will be agreed between the Manager, Employee Relations and the Chair of the Macquarie University Consultative Committee (MUCC).

4.11.12 The UPR:

(a) will review all reports from the Supervisor and Head;

(b) will review all responses from the Staff Member;

(c) may interview the Staff Member (and/or their representative if they so choose), Supervisor, Head and Manager, Employee Relations;

(d) will investigate procedural and substantive aspects of the matter and take into account any further material he/she believes is appropriate to consider; and

(e) will provide a report to the Director, Human Resources on the findings. This report should, where possible, be provided within five days of the last meeting. The UPR will also provide a copy of the report to the Staff Member.

4.11.13 The Director, Human Resources will consider all reports, responses and associated materials and will determine to:

(a) take no further action; or

(b) refer the matter back to the Supervisor or Head with directions which either or both of them must comply with before the matter is referred back to the Director, Human Resources to be dealt with under this sub clause 4.11.13; or

(c) take disciplinary action which is limited to:

(i) counselling;

(ii) written warning;

(iii) formal censure;

(iv) withholding of an increment;

(v) varying the Staff Member’s duties/removing any Administrative position;

(vi) demotion by one or more salary steps or one or more classification levels; or
4.11.14 The Director, Human Resources will advise the Staff Member in writing of his/her
termination under sub clause 4.11.13.

4.11.15 If the Director, Human Resources determines to terminate the employment of the Staff
Member, the period of notice will be as determined under clause 6.3 of this Agreement.

4.11.16 A determination made by any Supervisor or Officer of the University to take no further
action will conclude the Unsatisfactory Performance process. However, it will not
prevent the University from relying on the relevant unsatisfactory performance in any
future performance related matter.

4.12 Misconduct and Serious Misconduct

Application

4.12.1 The procedures outlined in this clause apply to all Staff (other than casual Staff).

Definitions

4.12.2 Misconduct means:
   (a) wilful conduct by a Staff Member that is unsatisfactory or otherwise unacceptable
to the University; or
   (b) Misconduct in Research.

4.12.3 Serious Misconduct means:
   (a) serious misbehaviour of a kind which constitutes a serious impediment to the
carrying out of a Staff Member’s duties or to a Staff Member’s colleagues
carrying out their duties;
   (b) conviction by a Court of competent jurisdiction of an offence of a kind that may be
reasonably regarded as constituting a serious impediment to the discharge by the
Staff Member of his or her functions or duties, or to the Staff Member’s
colleagues carrying out their functions or duties; or
   (c) repeated incidents of misconduct;
   (d) serious dereliction of duties; and/or
   (e) serious acts or omissions of Misconduct in Research.

4.12.4 Disciplinary Action means any action by the University to discipline a Staff Member
for unsatisfactory performance or misconduct or serious misconduct and is limited to:
   (a) counselling;
   (b) written warning;
   (c) formal censure;
   (d) withholding of an increment;
   (e) varying the Staff Member’s duties/removing any Administrative position;
   (f) demotion by one or more classification levels or increments; and
   (g) termination of employment.

In cases of misconduct, disciplinary action is limited to (a) to (f) above.

4.12.5 Misconduct in Research means fabrication, falsification, plagiarism, or other practices
that seriously deviate from those commonly accepted within the academic or research
community for proposing, conducting or reporting research. It includes misleading
ascription of authorship including the listing of authors without their permission,
attributing work to others who have not in fact contributed to the research, and the lack of appropriate acknowledgment of the work of others. It does not include honest errors or honest differences in interpretation of data.

**Procedures**

4.12.6 The University must follow the procedures of this clause before taking disciplinary action against a Staff Member for misconduct or serious misconduct. However, where a matter that may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clause 4.11 the procedures of this clause are not required, but the procedures of clause 4.11, including notice periods, must be followed if the Staff Member’s employment is terminated.

4.12.7 A Staff Member’s Supervisor should initially, if appropriate, seek to resolve instances of possible misconduct or serious misconduct through guidance, counselling, training or a written warning. If the Staff Member’s Supervisor is unable to resolve the possible misconduct or serious misconduct, or considers that it is not appropriate to do so, the Supervisor must refer the alleged conduct to the Director, Human Resources.

4.12.8 The Director, Human Resources may refer the alleged conduct to the Vice-Chancellor for consideration as to whether the Staff Member’s employment should be suspended. If the alleged conduct is referred to the Vice-Chancellor under this sub clause, the Vice-Chancellor may, at any time, suspend the Staff Member with or without pay during the period in which the procedures in this clause are followed.

4.12.9 If a Staff Member is suspended without pay then the Staff Member may access any available annual or long service leave entitlement or undertake other paid employment.

4.12.10 The Director, Human Resources will consider any alleged conduct referred to him/her under sub clause 4.12.7 and may:

(a) take no further action; or
(b) refer the matter to an Investigator for the purpose of investigating the alleged conduct; or
(c) proceed under sub clause 4.12.13.

4.12.11 An Investigator, who may be a Staff Member or officer of the University, will not have had any prior involvement in or dealings with the alleged conduct and not have any conflict of interest in investigating the matter.

4.12.12 The Investigator will investigate the alleged conduct and provide the Director, Human Resources with a report of his/her investigations.

4.12.13 If, following the consideration of the conduct alleged by the Supervisor and the report of the Investigator, if any, the Director, Human Resources believes the alleged conduct does not warrant further investigation the Director, Human Resources will notify the Staff Member in writing that no further action will be taken by the University in relation to the alleged conduct.

4.12.14 If, following the consideration of the conduct alleged by the Supervisor and the report of the Investigator, if any, the Director, Human Resources believes the alleged conduct warrants further investigation then he/she will:

(a) notify the Staff Member in writing of the nature of the allegation/s in sufficient detail to enable the Staff Member to understand the allegation/s, and to properly consider and respond to them;
(b) provide the Staff Member with a copy of the Investigator’s report, if any; and
(c) provide the Staff Member with an opportunity to submit a written response to the allegations, including any mitigating circumstances. Any response must be made within ten working days of receipt of the allegations by the Staff Member.

4.12.15 If the Staff Member admits the allegation/s in part or in full, or fails to submit a written response to any allegations, the Director, Human Resources will refer the matter to an appropriate Deputy Vice-Chancellor. The Deputy Vice-Chancellor may then:

(a) take no further action in relation to any or all of the allegation/s which the Staff Member has admitted in part or in full or failed to respond to;

(b) in relation to any allegations which have not been responded to, warn in writing or censure the Staff Member for unsatisfactory conduct and take no other action;

(c) determine whether any of what has been admitted or not responded to constitutes misconduct or serious misconduct and if so, determine what, if any, disciplinary action is proposed to be taken; or

(d) defer any decision under sub clause (b) or (c) until any allegation/s that the Staff Member has denied in part or in full (or has not admitted) have been investigated by a Committee.

4.12.16 If the Deputy Vice-Chancellor makes a determination under sub clause 4.12.15(c), he/she must proceed in accordance with sub clause 4.12.23 below.

4.12.17 If the Staff Member denies any of the allegation/s in part or in full, the Director, Human Resources may:

(a) refer any of the allegation/s to a Misconduct Investigation Committee (MIC); or

(b) take no further action in relation to those allegations.

The Misconduct Investigation Committee

4.12.18 If the Director, Human Resources determines that any of the allegations of misconduct/serious misconduct should be referred to an MIC under sub clause 4.12.17(a) above, the Director, Human Resources will appoint an MIC in accordance with sub clause 4.12.19. The Committee will convene within 15 working days of its appointment.

4.12.19 The Committee will comprise three (3) persons consisting of:

(a) a Chair appointed by:

(i) the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the MUCC. The Chair will be external to the Staff Member’s Faculty/Office or may be external to the University, in relation to any allegations of misconduct or serious misconduct which do not include Misconduct in Research; or

(ii) Academic Senate in relation to any allegations of misconduct or serious misconduct which includes any allegation of Misconduct in Research;

(b) one Staff Member appointed by the Vice-Chancellor; and

(c) one Staff Member selected by the NTEU.

Terms of Reference and Procedures of the MIC

4.12.20 The terms of reference of the MIC are to report on the facts relating to the alleged misconduct or serious misconduct and any mitigating circumstances raised by the Staff Member in their response to the Director, Human Resources.

4.12.21 The MIC will:
(a) determine whether a Staff Member on suspension without pay will remain on suspension without pay;
(b) allow the Staff Member (and/or, if they so choose, the NTEU or other Staff Representative) a reasonable opportunity to attend an interview and provide him/her with an opportunity to respond to the allegations of misconduct or serious misconduct;
(c) make all reasonable efforts to interview any person it thinks fit to establish the facts of the particular case;
(d) invite the Staff Member (and/or, if they so choose, the NTEU or other Staff Representative) and the University’s representative to attend all interviews conducted by the MIC;
(e) provide the Staff Member (and/or, if they so choose, the NTEU or other Staff Representative) and the University’s representative with an opportunity to ask questions of interviewees whose interview they attend;
(f) provide the Staff Member (and/or, if they so choose, the NTEU or other Staff Representative) and the University with a reasonable opportunity to make submissions and present evidence to the Committee;
(g) conduct the investigation as expeditiously as possible consistent with the requirements of this sub clause;
(h) take into account other material it believes appropriate to the case, including any alleged conduct not responded to or admission made by the Staff Member in relation to any matter relating to, concerning or arising out of the allegations at any time;
(i) keep a record of proceedings; and
(j) provide a report of its findings and a copy of proceedings to the Staff Member and to the University within 5 working days of completion of the proceedings.

4.12.22 The Director, Human Resources will provide the MIC report, the Investigators report, if any, the allegations and any response to the allegations by the Staff Member to the appropriate DVC.

4.12.23 The DVC will:
(a) advise the Staff Member of his/her decision regarding what disciplinary action, if any, is proposed to be taken;
(b) if any disciplinary action is proposed to be taken, invite the Staff Member to advise in writing, within five working days, about any matters that he or she wants the DVC to take into account in making a decision about what disciplinary action is to be taken;
(c) consider any matters brought to his/her attention by the Staff Member when deciding what, if any, disciplinary action should be taken; and
(d) if any disciplinary action is to be taken, advise the Staff Member of his/her final decision about what disciplinary action is to be taken, and of the operative date of any disciplinary action to be taken.

4.12.24 If, having undertaken the procedure in sub clause 4.12.23, the DVC is of the view that the conduct amounts to misconduct or serious misconduct, then the DVC may take disciplinary action against the Staff Member.

4.12.25 If the DVC is of the view that there has been no misconduct or serious misconduct and decides to take no further action, the DVC will advise the Staff Member in writing.
Other Matters

4.12.26 This clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of a Staff Member or former Staff Member when required in the public interest, e.g. inquiring into the truth of research results.

4.12.27 The action of the Director, Human Resources and the Deputy Vice-Chancellor under this clause will be final. However, this clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

Notice Periods

4.12.28 Where, in accordance with sub clause 4.12.15(c) or 4.12.24, the Deputy Vice-Chancellor decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 6.3.

4.12.29 Payment in lieu of notice of termination will be made if the University does not require the person to work out the notice period. Where the Staff Member is only required to work part of the notice period, the University will pay out the remainder of the notice period.

4.12.30 Any payments in lieu of notice will be based on the Staff Member's salary at the date of termination of employment.

4.12.31 In instances of termination of employment as a result of serious misconduct involving suspension without pay (refer to sub clauses 4.12.8 to 4.12.9), there will be no requirement for the notice of termination prescribed in this Clause.

4.13 Intellectual Property

Definitions

4.13.1 For the purposes of this clause:

(a) **Scholarly Work** means any article, book, manual, musical composition, creative writing or like publication or any digital or electronic version of these written by a Staff Member (whether alone or otherwise) based on the Staff Member’s (or other person’s) scholarship, learning or research, but does not include work that is a computer program, Teaching Material or administrative material;

(b) **Teaching Materials** are all versions of materials created or used in the course of or for the purposes of teaching and education at the University in any form or medium; and

(c) **Intellectual Property** has the meaning assigned to it in the University's Intellectual Property Policy.

Ownership and Development of Intellectual Property

4.13.2 Unless otherwise stated in this clause 4.13, the University owns all Intellectual Property developed by a Staff Member during or arising out of his or her employment with the University or in respect of which the University has contributed other University owned Intellectual Property resources or facilities or has made a specific contribution of funding other than salary payable under this Agreement.

Research and Scholarship

4.13.3 The University will permit publication of the results of University research and scholarship by its Staff except to the extent the University needs to protect its Intellectual Property and encourage its commercial development and application, in accordance with this clause 4.13 and the University’s policy in relation to Intellectual Property from time to time.
Copyright of Scholarly Work

4.13.4 Copyright in the Scholarly Works of a Staff Member is owned by the Staff Member except:

(a) where these works have been specifically commissioned by the University, including work commissioned as a result of contractual arrangements between the University and third parties in which case the University owns copyright (subject to any contractual arrangements with those third parties); or

(b) if the University, at its discretion, assists with the publication or other commercial development of Scholarly Work of a Staff Member of the University in the course of their employment.

Licence to use Scholarly Work

4.13.5 The Staff Member grants the University an irrevocable, non-exclusive worldwide, royalty free licence to use and develop for educational purposes the Staff Member’s Scholarly Work, in any form or medium it thinks fit (including sub-licensing). If the University exercises its rights under this clause, then the Staff Member is entitled to a share in any commercial benefit as provided in sub clause 4.13.9.

Procedure for Disclosure of Intellectual Property

4.13.6 If a Staff Member has developed an invention, design, plant variety, trade mark, computer program or other Intellectual Property right that can be patented or registered, she or he must complete an Invention Disclosure Form and submit it to the University, so as to advise the University in writing of the nature of the research and Intellectual Property, the people who helped and any other matters reasonably required by the University.

Non-disclosure of Intellectual Property

4.13.7 A Staff Member must not disclose or publish details of any Intellectual Property that has been or should be disclosed pursuant to sub clause 4.13.6 until the procedures in this clause and the University's requirements in relation to Intellectual Property from time to time have been followed.

Distribution of Income of Scholarly Work

4.13.8 If a Staff Member requires the University’s assistance with the publication or other commercial development of Scholarly Work in which the Staff Member has copyright, the Staff Member must negotiate an agreement with the University regarding distribution of net profit from the commercial development of the Scholarly Work before the University provides such assistance.

Income from Other Works

4.13.9 In relation to any works the University will negotiate an agreement regarding the distribution of the net profits received by it from any commercial exploitation of the Intellectual Property with Staff Member/s and other persons responsible for the development or creation of the Intellectual Property. The usual starting point will be 50% after costs. This sub clause 4.13.9 does not apply to Scholarly Works, except to the extent the University has exercised rights in connection with those Scholarly Works as provided in clause 4.13.5.

Dispute Resolution

4.13.10 Notwithstanding any other dispute resolution provisions in this Agreement, if a dispute arises as to the operation of this clause, the procedures for resolving disputes outlined in the University’s Intellectual Property Policy will be adopted, as varied from time to time.
Other Remedies

4.13.11 Nothing in this clause will prevent Staff from exercising their rights under any law applicable in New South Wales which prohibits contracting out.

5. Developing at Macquarie

5.1 Progression

Incremental progression

5.1.1 On completion of each twelve months continuous service, continuing and fixed-term Staff not on the maximum salary point for their classification level will automatically progress to the next salary step within the classification, unless:

(a) an adverse report under the University’s Performance Development and Review process is received by Human Resources prior to the Staff Member’s increment date; or

(b) the Staff Member is subject to review in accordance with Unsatisfactory Performance (clause 4.11) or Misconduct and Serious Misconduct (clause 4.12). A decision on the payment of a withheld increment will be made following the review.

Accelerated Progression

5.1.2 Where a Staff Member has consistently exceeded the required level of competency for normal incremental progression, the Head may approve accelerated progression to a step or a maximum of 2 steps higher than the next one within the Staff Member’s current salary classification.

5.1.3 Where the Staff Member is at the top of the incremental range for their salary classification and following the annual review of performance she/he is shown to be consistently exceeding the required level of competency then the Head may approve an additional payment in accordance with University policy.

5.2 Performance Development and Review

5.2.1 The Performance Development and Review (PDR) program provides a framework for identifying, evaluating and developing the performance of Staff. Performance development and review is linked to the achievement of individual, work area and organisational goals.

5.2.2 All continuing and fixed-term Staff will participate in the Performance Development and Review program. Each Staff Member will have a Supervisor nominated by the University. These Supervisors will conduct the performance development and review program annually with Staff. The program is designed to enhance Staff performance and therefore the performance of the University.

5.2.3 The Performance Development and Review program provides Staff and Supervisors with the opportunity to:

(a) jointly consider work priorities, workload and performance expectations over the annual review period;

(b) provide feedback in relation to performance;

(c) determine if the Staff Member’s performance does not warrant incremental progression;

(d) establish if the Staff Members performance warrants reward or recognition;

(e) identify any assistance and support that will be provided to improve performance;
identify professional and career development needs and what will be done to
support these needs. This may include the appointment of an advisor who will
assume the role of coach or mentor;

discuss the Staff Member’s plans to take annual, long service or other forms of
leave (these discussions are to inform work planning not performance issues); and

discuss as appropriate any other issue that may impact on work performance and
development.

5.2.4 The Performance Development and Review program will be integrated with University
processes for probation, incremental progression and promotion.

5.2.5 The Performance Development and Review program may be tailored to account
for specific needs of particular groups of staff following consultation with the Macquarie
University Consultative Committee (MUCC).

5.3 Outside Studies Program

5.3.1 The University provides for an Outside Studies Program (OSP) to enable Academic
Staff to undertake a structured program of sustained scholarship, research and
associated developmental activities either within the Sydney metropolitan area
(including at the University) or elsewhere in Australia or overseas. It implements this
through two forms of OSP Fellowship – an Internal Fellowship and an External
Fellowship.

5.3.2 Internal Fellowships may be granted to staff planning to spend most of their time in
metropolitan Sydney (including at Macquarie University)

5.3.3 External Fellowships may be granted to staff planning to spend a continuous period of
at least one month of the total OSP at another institution/organisation within Australia
(beyond metropolitan Sydney) or overseas. External Fellowships include a grant-in-aid.

5.3.4 All continuing full-time and part-time Academic Staff and Academic Staff appointed on
a fixed-term contract in excess of three years, who plan to undertake a structured
program of sustained scholarship, are eligible to apply for OSP in accordance with the
University’s Outside Studies Program policy in place from time to time.

5.3.5 Eligible Staff, who are new to the University, must have at least three years service
between their commencement at the University and the start date of the proposed
OSP. For other eligible Staff, at least three years must have elapsed between one
period of OSP and the beginning of a new period of OSP.

5.3.6 Fellowships will be available to Staff who meet the University’s definition of Research
Active (adjusted on a proportionate basis for part-time Staff), are early career
researchers or are working towards completion of a relevant doctoral qualification or
Higher Degree Research program.

5.3.7 Staff who do not meet the definition of Research Active may put forward a case for
exemption from this criterion. Particular consideration will be given to Staff who have
not been able to meet the definition due to carer responsibilities, personal illness, a
period on a teaching or administration/service/management weighted workload or Staff
starting their research career.

5.3.8 The maximum percentage of Staff who may be awarded a Fellowship (internal and
external) will be 14% of Academic Staff within a Faculty or academic unit per six month
OSP period.

5.3.9 The maximum period of an OSP Fellowship will generally be six months. The period of
OSP Fellowship cannot be spread over more than one half year teaching period,
unless it is proposed and approved in advance by the relevant Head. Fellowships are granted on the understanding that the Staff Member will remain with the University to complete the necessary reporting requirements.

5.3.10 Approval, by the relevant Head, will be based on criteria including but not limited to the following:

(a) the quality of the proposed program, including evidence of clear and detailed planning, appropriate choice of host institution(s) and expected outcomes to be generated;

(b) the contribution of the OSP to University, Faculty and Department research goals and to the applicant’s own career development;

(c) the submission of a report in accordance with policy following previous periods of OSP;

(d) the outcomes from any previous periods of OSP; and

(e) the impact on the Department/Faculty teaching commitments.

5.3.11 In accordance with the University's commitment to providing equal employment opportunities for all staff, the Head, when considering a proposal, should be sensitive to the special needs of individual Staff arising from different career histories or histories of special disadvantage.

5.3.12 On request from the Staff Member, the Head will provide in writing the reasons for an application being unsuccessful.

5.3.13 An Appeals committee, constituted in accordance with OSP policy in place from time to time, will consider either or both the process and the merits of an application as requested by an unsuccessful applicant and provide feedback on the outcome of the appeal.

5.4 Academic Promotion

5.4.1 The University will provide Staff with the opportunity to progress through the academic classification levels B, C, D and E via the University’s academic promotions process.

5.4.2 Promotion will be on the basis of merit. An applicant’s whole career will be taken into account but special attention will be paid to the applicant's achievements relative to opportunity since appointment or promotion to their current level at the University.

5.4.3 The call for and assessment of applications for promotion will be done in accordance with the University’s policy on Academic Promotion that is in place from time to time.

5.4.4 During the life of this Agreement, the University will review its Academic Promotion Policy with a view to creating additional opportunities to promote Staff (including Scholarly Teaching Fellows) with learning and teaching related capabilities.

5.5 Teaching Evaluation

5.5.1 Effective teaching plays a critical role in the quality of the learning outcomes of students. Student evaluation of teaching and curriculum may help to identify where the student learning experience can be improved, provide summary evidence of levels of student satisfaction, provide feedback on course content and delivery, and provide evidence of good practice in teaching.

5.5.2 All fixed-term and continuing Staff will be required to undertake regular student evaluation of their teaching and the units they convene, including research supervision as appropriate.
5.5.3 Staff will not be required to obtain student evaluation of teaching for more than one unit each academic year. Staff will select the unit or units in which their teaching will be evaluated. Notwithstanding this, a Staff Member’s PDR supervisor may require that a formal evaluation of teaching be undertaken in a particular unit where evidence from other sources suggests a need for student evaluation.

5.5.4 Casual Academic Staff will be encouraged to seek student feedback and to attend professional development programs and workshops relevant to their teaching.

5.5.5 Student evaluation of teaching will not be used by the University to initiate any action under Unsatisfactory Performance (clause 4.11).

5.5.6 Formal student evaluation of teaching and, if applicable, curriculum provides one source of evidence of teaching performance and should be used along with other sources as outlined below for discussion relating to performance development and review, probation and promotion. Other sources of information about teaching performance and development may include, but are not limited to, a Staff Member’s:

(a) teaching portfolio;
(b) participation in curriculum development;
(c) participation in peer review of teaching;
(d) scholarly output relating to teaching;
(e) success in gaining internal and/or external grants relating to teaching; and
(f) attendance at relevant professional development programs.

5.5.7 Aggregated teaching evaluations may be published on the University’s website in a form that does not allow identification of individual Staff Members.

6. Leaving Employment at Macquarie

6.1 Pre-retirement Contracts

6.1.1 The University and a Staff Member may agree to enter into a pre-retirement contract that will expire on a mutually agreed date. Such contracts will be made in accordance with University requirements in place from time to time.

6.1.2 If a Staff Member enters into a pre-retirement contract, it will be on the basis of a fixed-term contract with no expectation of further employment at the cessation of the contract.

6.1.3 Sub clause 3.6.18 (b) will not apply to the termination of contracts made under this clause.

6.1.4 A Staff Member, who accepts the offer of a pre-retirement contract, will not be eligible for a severance or redundancy payment prior to entering a contract made under this clause or on cessation of the pre-retirement contract unless such payments are specified in the pre-retirement contract.

6.1.5 It is the Staff Member’s responsibility to seek independent financial advice.

6.2 Redundancy, Redeployment and Retrenchment

Voluntary Redundancy

6.2.1 Where, as a consequence of the managing change process (clause 4.8), it has been decided to make one or more positions redundant in an area, the University may invite Staff to apply for voluntary redundancy.
6.2.2 Individual Staff will have 6 weeks from the date of the invitation to submit an application for voluntary redundancy to the University.

6.2.3 If a Staff Member submits an application for voluntary redundancy within two weeks of the date of the invitation and the University accepts the application, the Staff Member will be entitled to a lump sum payment of 4 weeks salary in addition to the Voluntary Redundancy Benefit set out at sub clause 6.2.6.

6.2.4 The University may reject any application for voluntary redundancy where it considers that the position is necessary to its ongoing operations.

6.2.5 Where the University accepts an application for voluntary redundancy, the University will consult with the Staff Member and agree on the final date of employment.

**Voluntary Redundancy Benefit**

6.2.6 The amount paid for voluntary redundancy will consist of:

(a) a lump sum payment of 20 weeks salary;

(b) an additional lump sum calculated on length of Continuous Service with the University (see table in sub clause 6.2.18(a)) with the total amount payable under this sub clause 6.2.6(a) and (b) not exceeding 72 weeks pay; and

(c) all entitlements for accrued annual and long service leave.

6.2.7 All payments for voluntary redundancy will be calculated at the Staff Member’s base rate of pay (excluding loadings) at the date of cessation.

**Redundancy, Redeployment and Retrenchment**

6.2.8 Where, as a consequence of the managing change process, it has been determined to make specific positions redundant, the University will inform affected Staff that if redeployment is not possible they will be retrenched.

6.2.9 Where appropriate, the University will consider a substitution process (‘job swap’) to allow an exchange of positions between an affected Staff Member and another continuing Staff Member who has indicated they may accept a voluntary redundancy. This process will be managed on a case-by-case basis and must be approved by the Director, Human Resources or Manager, Employee Relations.

6.2.10 The University will provide 6 months notice of its intention to retrench the Staff Member. The Staff Member may seek a review of the University’s decision in accordance with sub clauses 6.2.22 to 6.2.27 (Redundancy Review).

6.2.11 The University will take all reasonable steps during the notice period to identify positions to which the Staff Member may be redeployed including giving priority consideration to the placement of Staff seeking redeployment. Priority consideration includes a right to interview for any position that the Staff Member identifies as a potential redeployment opportunity.

6.2.12 Where the University identifies a position that may be suitable, it will:

(a) review the skills needed to perform the essential requirements of the position;

(b) assess if the Staff Member has the necessary skills and relevant experience or is able to be retrained to perform in the position;

(c) where it is assessed that the Staff Member is able to be retrained, provide such training as is necessary; and

(d) offer to redeploy accordingly.

6.2.13 The Staff Member will not refuse a reasonable offer of redeployment or training and may only be redeployed to a lower classified position by agreement.
6.2.14 Where a Staff Member is redeployed to a lower classified position, the Staff Member will receive maintenance of salary payments from the date of transfer for a period of 12 months. The salary maintenance will not include payment of Allowances that were particular to the previous position and not relevant to the new position.

6.2.15 If at the end of the 6 months notice period the University has been unable to redeploy the Staff Member then, as a last resort, the Staff Member’s employment will be terminated and the retrenchment benefit paid.

6.2.16 If requested by a retrenched Staff Member, the University will provide a letter certifying that he/she is the occupant of a position deemed to be surplus to the requirements of the University.

6.2.17 A Staff Member will be allowed up to one day time off without loss of pay for each week of notice to attend necessary employment interviews. The Staff Member, at the request of the University, will be required to provide proof of attendance at an interview or payment will not be made for the time absent.

Retrenchment Benefit

6.2.18 A Staff Member who is retrenched will be entitled to the following:

(a) payment in respect of Continuous Service with the University as follows provided that the total payment does not exceed the equivalent of 52 weeks pay.

Payment is based on the length of Continuous Service, where:

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>4 weeks</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>18 weeks</td>
</tr>
<tr>
<td>After 5 years</td>
<td>18 weeks plus 2 weeks’ pay for each additional year of Continuous Service or pro-rata for part thereof.</td>
</tr>
</tbody>
</table>

(b) payment for entitlements in the form of accrued annual and long service leave. For a Staff Member with more than 5 years Continuous Service but less than 10 years, an entitlement calculated at the pro rata rate of two months for ten years of Continuous Service will be paid in respect of long service leave.

Payment will be at the Staff Member’s Base Salary (excluding loadings).

6.2.19 A Staff Member whose position has been made redundant and is not receiving a Voluntary Redundancy Benefit referred to in sub clause 6.2.6 will be entitled to:

(a) up to two counselling sessions from an independent financial advisor nominated and paid for by the University; and

(b) outplacement support of up to $1000.00 (inc. GST) payable on receipt of invoice or receipt. University approved providers will provide outplacement support.

6.2.20 If, during the period of notice, a Staff Member, whose position has been made redundant under this clause 6.2, resigns their employment or agrees that redeployment is not an option, they will still be entitled to payments under sub clause 6.2.18 plus a payment for the balance of the notice period or 4 weeks pay whichever is the lesser.
Re-employment after Redundancy or Retrenchment

6.2.21 A Staff Member who has received a Voluntary Redundancy or a Retrenchment package will not be re-employed in any capacity, by the University, within one year of the last day of duty of the Staff Member or a shorter period with the approval of the Director, Human Resources (or Manager, Employee Relations).

Redundancy Review

6.2.22 A Staff Member who elects to seek a review of the decision to declare his/her position redundant must apply to the Director, Human Resources within 7 working days of receipt of the redundancy notice.

6.2.23 On receipt of a request for a Review the Director, Human Resources will establish a Redundancy Review Committee (RRC). The RRC will comprise:
   (a) a Chair appointed by the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the MUCC. The Chair will be external to the Staff Member’s Faculty/Academic Unit or may be external to the University;
   (b) one Staff Member appointed by the Vice-Chancellor; and
   (c) one Staff Member appointed by the NTEU.

6.2.24 The RRC will be convened within 10 working days of the request for review being received by the Director, Human Resources. The RRC’s role will be to review documentation relevant to the decision to declare a position redundant and report whether:
   (a) fair and objective criteria were used to identify the redundant position; and
   (b) in the case of more than one redundancy, the University acted fairly and properly in the selection of Staff against the criteria.

6.2.25 The RRC:
   (a) will allow the Staff Member and/or, if they so choose, their Staff Representative to address the reasons for requesting a review, to respond to any documentation before the RRC and to answer any questions from the RRC;
   (b) may seek further material and meet with other Staff or representatives of the University it considers necessary.

6.2.26 The RRC will provide a report of its findings to the Director, Human Resources who will forward the report and associated materials to the appropriate Deputy Vice-Chancellor or equivalent for consideration and decision.

6.2.27 The Deputy Vice-Chancellor or equivalent may:
   (a) confirm that the redundancy and retrenchment will proceed as advised; or
   (b) request the Head reconsider the criteria used to identify redundant positions; and/or
   (c) review the Staff chosen for retrenchment.

6.3 Termination of Employment

6.3.1 All decisions to terminate the employment of a Staff Member will be made in accordance with the relevant clauses in this Agreement.

Provision of Notice

6.3.2 The University will not terminate the employment of a Staff Member without providing appropriate notice or pay in lieu as per the relevant clauses of this Agreement or letter of appointment, except in the case of Serious Misconduct (see clause 4.12) or Abandonment of Employment (see clause 6.4).
6.3.3 The period of notice (or pay in lieu of such notice) will be as set out below:

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Period of Notice</th>
</tr>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 1 year and up to 3 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to 5 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Over 5 years</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

6.3.4 Where the Staff Member has completed at least 2 years Continuous Service with the University and is over 45 years of age, they will receive an additional week of notice.

6.3.5 Upon termination of employment for any reason whatsoever, the University will be entitled to deduct from any monies due to the Staff Member, other than monies due in lieu of accrued annual leave, any monies owing by the Staff Member to the University.

6.4 Abandonment of Employment

6.4.1 Where a Staff Member is absent from duty for a continuous period of 5 working days without advising their Supervisor or having approval from the University, or without apparent good cause, the Director, Human Resources or nominee will make reasonable attempts to contact the Staff Member requesting reasons for the unauthorised absence from duty. Correspondence sent to the Staff Member will detail the effect that not responding to the University’s request may have on their employment.

6.4.2 If the Staff Member or, if they so choose, their representative fails to respond to the University’s correspondence within 10 working days or the response fails to establish a reasonable cause for the absence then the University may terminate the Staff Member’s employment. Date of termination will be the last day the Staff Member was present at work. The Staff Member will be paid leave owed at the date of termination.

6.4.3 A Staff Member will not be deemed to have abandoned employment where the University has withheld approval for leave. An unauthorised absence in this situation will be regarded as possible misconduct and handled in accordance with clause 4.12 (Misconduct and Serious Misconduct).

6.5 Termination on the Grounds of Illness

6.5.1 If the University believes there is doubt regarding a Staff Member’s capacity to perform the duties of their position due to serious illness, the University may require the Staff Member to undergo a medical examination. The University will nominate a medical practitioner to conduct the medical examination at its expense and will provide written notice of not less than one month that a medical examination is required. A statement setting out the inherent duties performed by the Staff Member will be provided to the practitioner to assist in the assessment.

The medical practitioner will be required to make an assessment as to whether an employee is able to perform his or her duties and will be able to resume them within 12 months (or in the case of a fixed-term employee within 12 months or the balance of their contract, whichever is the lesser). In doing so they will, as far as possible, apply the definitions, if any, of ‘total and permanent disability’ or ‘total and temporary
disability’ (as appropriate) contained in the Trust Deed or like instrument of the employee’s superannuation scheme.

6.5.2 Copies of the medical report will be provided to the Staff Member and University.

6.5.3 If the medical report finds that the Staff Member will be able to resume and perform the inherent requirements of their substantive position within a 12 month period, the University will proceed with a return-to-work plan (or amended plan depending on the circumstance). Notwithstanding the above, a Staff Member who has not returned to work within 24 months of commencing leave, may be terminated by the University in accordance with sub clause 6.5.6(a) or (b).

6.5.4 If the medical report finds that the Staff Member will be unable to perform the inherent requirements of his or her substantive position within a 12 month period, the University will proceed to terminate the Staff Member’s employment with payment in lieu of notice of 6 months salary (for a continuing Staff Member or a fixed-term Staff Member of more than one year’s service) or 6 months salary or to the end of the fixed term, whichever is lesser (for a fixed term of 1 year or less).

6.5.5 The University will support an application to the Staff Member’s superannuation fund for ill health retirement or temporary disability benefit under the rules of the superannuation fund. If the Staff Member proceeds with this action, the requirement for a medical examination will lapse. If the medical report has been obtained prior to the Staff Member making this decision, it may be used as evidence in this process.

6.5.6 If the Staff Member is a member of a superannuation fund which does not provide for ill health retirement or temporary disability benefit, or the fund declines to provide such benefits, the University will offer in writing:

(a) to allow the Staff Member the opportunity to submit a resignation and, if the resignation is offered, will accept it immediately; or

(b) where no resignation is forthcoming within 28 days of the written advice, to terminate the employment of the Staff Member with payment in lieu of notice of 6 months salary (for a continuing appointment or a fixed term of more than one year) or 2 months salary or to the end of the fixed term, whichever is smaller (for a fixed term of 1 year or less).

6.5.7 If, within 14 days of the medical report being made available, the Staff Member (or, if they choose, their representative) requests, the University will take no further action until the findings of the report are confirmed by a review panel. The review panel will consist of 3 medical practitioners, one appointed by the University, one by the Staff Member and one selected from practitioners nominated by the AMA (NSW). The practitioners will not have been involved in preparing the original report or the Staff Member’s course of treatment.

6.5.8 The University may consider a Staff Member’s refusal to undergo a medical examination in accordance with these procedures as prima facie evidence that such a medical examination would have found that the Staff Member was unable to resume duty and may act accordingly. No penalties in terms of misconduct will be enacted under this clause, and all outstanding entitlements will be paid to the exiting Staff Member.

6.5.9 These provisions do not displace or override any existing or future applicable workers’ compensation schemes, legislation or relevant industrial instruments.

6.6 Resignation

6.6.1 A continuing or fixed-term Staff Member may resign from their employment with the University by the giving (in writing) of reasonable notice.
Endorsement of Agreement

Signed for and on behalf of
Macquarie University:
Full name:

Title:
Address:
in the presence of:
Full name:
Date:

S. Bruce Dowton
Vice Chancellor
Balaclava Road, North Ryde, NSW, 2109

Signed for and on behalf of
The National Tertiary Education Industry Union as employee bargaining representatives:
Full name:

Title:
Address:
in the presence of:
Full name:
Date:

Grahame McCulloch
General Secretary
Level 1, 120 Clarendon Street, South Melbourne, VIC, 3205

ANASTASIA KOTAIRIS
26/06/14
## Schedule 1 – Full-time Academic Salaries

<table>
<thead>
<tr>
<th>Level</th>
<th></th>
<th>20/03/14</th>
<th>19/03/15</th>
<th>31/03/16</th>
<th>30/03/17</th>
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# Schedule 2 – Casual Academic Salaries

## ACADEMIC STAFF CASUAL RATES

<table>
<thead>
<tr>
<th>Calculation of Rates</th>
<th>20/03/2014</th>
<th>19/03/2015</th>
<th>31/03/2016</th>
<th>30/03/2017</th>
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</thead>
<tbody>
<tr>
<td>Casual Loading</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>Salary Increase</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td><strong>OTHER ACADEMIC ACTIVITY</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Normal rate (Level A Step 2)</td>
<td>43.57</td>
<td>44.88</td>
<td>46.22</td>
<td>47.61</td>
</tr>
<tr>
<td>PhD/subject coordination (Level A Step 6)</td>
<td>51.87</td>
<td>53.43</td>
<td>55.03</td>
<td>56.68</td>
</tr>
<tr>
<td><strong>NON-CONTEMPORANEOUS ASSESSMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Routine (Level A Step 2)</td>
<td>43.57</td>
<td>44.88</td>
<td>46.22</td>
<td>47.61</td>
</tr>
<tr>
<td>Routine, PhD/subject coordination (Level A Step 6)</td>
<td>51.87</td>
<td>53.43</td>
<td>55.03</td>
<td>56.68</td>
</tr>
<tr>
<td>High level assessment** (Level B Step 2)</td>
<td>60.74</td>
<td>62.56</td>
<td>64.44</td>
<td>66.37</td>
</tr>
<tr>
<td><strong>TUTORIALS (per tutorial)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal (Level A Step 2 x 3 hours)</td>
<td>130.72</td>
<td>134.64</td>
<td>138.68</td>
<td>142.84</td>
</tr>
<tr>
<td>Normal, PhD/subject coordination rate (Level A Step 6 x 3 hours)</td>
<td>155.61</td>
<td>160.28</td>
<td>165.09</td>
<td>170.04</td>
</tr>
<tr>
<td>Repeat, normal (Level A Step 2 x 2 hours)</td>
<td>87.15</td>
<td>89.76</td>
<td>92.46</td>
<td>95.23</td>
</tr>
<tr>
<td>Repeat, PhD/subject coordination (Level A Step 6 x 2 hours)</td>
<td>103.74</td>
<td>106.85</td>
<td>110.06</td>
<td>113.36</td>
</tr>
<tr>
<td><strong>LECTURES (per lecture)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic lecture (Level B Step 2 x 3 hours)</td>
<td>182.23</td>
<td>187.69</td>
<td>193.33</td>
<td>199.13</td>
</tr>
<tr>
<td>Repeat lecture (Level B Step 2 x 2 hours)</td>
<td>121.48</td>
<td>125.12</td>
<td>128.88</td>
<td>132.74</td>
</tr>
<tr>
<td>Developed lecture *** (Level B Step 2 x 4 hours)</td>
<td>242.97</td>
<td>250.26</td>
<td>257.76</td>
<td>265.50</td>
</tr>
<tr>
<td>Specialised lecture *** (Level B Step 2 x 5 hours)</td>
<td>303.71</td>
<td>312.82</td>
<td>322.20</td>
<td>331.87</td>
</tr>
</tbody>
</table>

*All rates are calculated using the relevant full time with the addition of a casual loading/(37.5 x 52)*

**Marking that requires significant exercise of academic judgment, requires approval by the Head.

***Appointment at the two highest lecturing rates requires approval by the Head.
Schedule 3 – Activity Descriptors – Casual Academic Staff

The categories of casual academic activity at Macquarie University are:

- lecturing
- tutoring
- other academic activity
- non-contemporaneous assessment

A description of each category of casual academic activity and the circumstances under which each of the rates within the category should be applied is provided below.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| Other academic activity | Includes all other work that is required to be performed, being work in the nature of, but not limited to:  
  - the conduct of practical classes, demonstrations, workshops, student field excursions;  
  - the conduct of clinical sessions other than clinical nurse education;  
  - consultation with students, including being available online for student enquiries;  
  - supervision;  
  - attendance at lecturers or other teaching activities of other staff as required;  
  - attendance at departmental and/or Faculty meetings and meetings and briefings with staff as required.  
  This list is not intended to be exhaustive, but is provided by way of examples and guidance. |
| Other academic activity (possesses PhD qualification) and subject co-ordination | As for 'other academic activities' where the Staff Member holds a relevant doctoral qualification. |
NON-CONTEMPORANEOUS ASSESSMENT
All assessment, other than contemporaneous assessment included in the hourly rates for lecturing and tutoring will be paid according to the rates in the table below.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine assessment</td>
<td>Standard assessment, where the Staff Member holds a relevant doctoral qualification or where full subject coordination duties are required as part of normal duties.</td>
</tr>
<tr>
<td>Routine assessment (performs subject coordination or possesses PhD qualification)</td>
<td></td>
</tr>
<tr>
<td>Higher level assessment</td>
<td>Assessment as a supervising examiner or assessment requiring a significant exercise of academic judgement appropriate to an academic at Level B status.</td>
</tr>
</tbody>
</table>

CASUAL TUTORING
A casual Staff Member employed to provide a tutorial (or equivalent delivery through other than face-to-face teaching mode) will be paid for each hour of tutorial delivered according to the rates in the table below. The hourly rates for tutoring the following directly associated non-contact duties:

- preparation
- contemporaneous assessment (which takes place during a tutorial)
- student consultation immediately prior and following the tutorial
- administration associated with the tutorial

‘Tutorial’ means any educational delivery described as a tutorial, session, design studio or seminar in a course or subject outline, or in an official timetable issued by the University, that is a supplementary form of education delivery which is a facilitated discussion where matters already covered elsewhere in a program are discussed, clarified or elaborated.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal tutorial</td>
<td>one hour of delivery and two hours of associated non-contact duties.</td>
</tr>
<tr>
<td>Normal tutorial (performs subject coordination or possesses PhD qualification)</td>
<td>one hour of delivery and two hours of associated non-contact duties where the Staff Member holds a relevant doctoral qualification or where full subject coordination duties are included as part of normal duties.</td>
</tr>
<tr>
<td>Repeat tutorial</td>
<td>one hour of delivery and one hour of associated non-contact duties. The hourly rate for a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days.</td>
</tr>
<tr>
<td>Repeat tutorial (performs subject coordination or possesses PhD qualification)</td>
<td>one hour of delivery and one hour of associated non-contact duties where the Staff Member holds a relevant doctoral qualification or where full subject coordination duties are included as part of normal duties. The hourly rate for a repeat tutorial applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven days.</td>
</tr>
</tbody>
</table>
CASUAL LECTURING

A casual Staff Member employed to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) will be paid for each hour of lecture delivered according to the rates in the table below. The hourly rates for lecturing includes the following directly associated non-contact duties:

- preparation
- contemporaneous assessment (which takes place during a lecture)
- student consultation immediately prior and following the lecture
- administration associated with the lecture

‘Lecture’ means any educational delivery described as a lecture in a course or subject outline, or in an official timetable issued by the University, that is a primary form of education delivery where information on the subject topic is delivered to the students for the first time.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic lecture</td>
<td>one hour of delivery and two hours of associated non-contact duties.</td>
</tr>
<tr>
<td>Repeat lecture</td>
<td>one hour of delivery and one hour of associated non-contact duties. The hourly rate for a</td>
</tr>
<tr>
<td></td>
<td>repeat lecture applies to a second or subsequent delivery of substantially the same lecture</td>
</tr>
<tr>
<td></td>
<td>in the same subject matter within a period of seven days.</td>
</tr>
<tr>
<td>Developed lecture *</td>
<td>one hour of delivery and three hours of associated non-contact duties.</td>
</tr>
<tr>
<td>Specialised lecture *</td>
<td>one hour of delivery and four hours of associated non-contact duties</td>
</tr>
</tbody>
</table>

*Appointment at Developed or Specialised Lecture rate requires approval by the Executive Dean or Delegate
Schedule 4 – Allowances

1. Motor Vehicle Kilometre Allowance – All Staff

   (a) Rates payable/claimable will be consistent with allowances approved by the Australian Taxation Office and will be amended annually in accordance with Australian Taxation Office rulings as appropriate.

   (b) May be claimed when using own vehicle for University business.

   (c) Not payable if receiving Annual Vehicle Allowance.

2. Travel Allowance – All Staff

   (a) The following provisions apply when travelling on University business.

   (b) Normal entitlement is economy class air travel or first class rail travel (plus sleeping berth if overnight travel).

   (c) Travel and travel programs are to be approved in advance by the Head.

   (d) One of the following methods may be used to meet expenses when travelling on University business:

      (i) Payment of a per diem amount, as provided in the University’s Per Diem policy; or

      (ii) Reimbursement of actual costs up to travel allowance amount (documentation required); or

      (iii) University credit card; or

      (iv) Camping allowance, based on the Australian Taxation Office ruling.

   (e) Allowance can be requested in advance (with acquittal within one month of return).

3. First Aid Allowance

   (a) Appointees are responsible for first aid facilities, injury records, administering first aid to Staff and/or students.

   (b) Must have current St John Ambulance First Aid certificate or equivalent qualification.

   (c) Appointments are made on an as needs basis at the discretion of the University.

   (d) Adjustments to the allowances will be made in line with percentage salary increases prescribed in this agreement.

<table>
<thead>
<tr>
<th>ANNUAL RATE</th>
<th>20/3/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Aid Officer</td>
<td>$848</td>
</tr>
<tr>
<td>Occupational First Aid Officer</td>
<td>$1,189</td>
</tr>
</tbody>
</table>
4. **Allowances to Heads of Departments**

(a) A Head of Department will receive an allowance commensurate with the size of the Department to which they are appointed. The following guidelines applied at the time this Agreement came into operation and may be increased at the discretion of the Vice-Chancellor.

(b) Staff who qualify for two allowances will receive the higher of the two

(c) These allowances are superannuable and included for leave and other purposes.

<table>
<thead>
<tr>
<th>Department Size</th>
<th>Indicator</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Department</td>
<td>Total full-time equivalent staff less than 12 (excluding casual Academic staff)*</td>
<td>$8,000</td>
</tr>
<tr>
<td>Medium Department</td>
<td>Total full-time equivalent staff between 12 and 50 (excluding casual Academic staff)*</td>
<td>$15,000</td>
</tr>
<tr>
<td>Large Department</td>
<td>Total full-time equivalent staff greater than 50 (excluding casual Academic staff)*</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
Schedule 5 – Minimum Standards for Academic Levels (MSALs)

1. Introduction

This Schedule sets out the minimum standards for academic levels A to E. The levels are differentiated by:

(a) level of complexity;
(b) degree of autonomy;
(c) leadership requirements of the position; and
(d) level of achievement of the academic.

Individual responsibilities of an Academic Staff may vary according to the specific requirements of the University to meet its objectives, different discipline requirements and/or Staff development needs.

Academics appointed to a particular level may be assigned and expected to undertake responsibilities and functions of any level up to and including the level to which they are appointed or promoted. In addition, they may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University’s promotion processes.

2. Teaching and Research Academic Staff

Level A

A Level A academic will work with the support and guidance from more senior Academic Staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the University, at a level appropriate to the skills and experience of the Staff Member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the University. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other Staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the University and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the University.

Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.
A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. He or she will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the University.

Level D

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the University and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

Level E

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the University and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the University.

3. Research Academic Staff (inclusive of creative disciplines)

Level A

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

A Level A research academic will normally work under the supervision of Academic Staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the University.

Level B

A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in, refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

Level C

A Level C research academic will make independent and original contributions to research, which have a significant impact on his or her field of expertise.
The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. A strong record of published work will normally demonstrate this standing or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

**Level D**

A Level D research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within the University, discipline and/or profession in fostering the research activities of others and in research training.

**Level E**

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in his or her field of research, within the University, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.
Myles Vincent  
Associate to Commissioner McKenna  
Fair Work Commission  
Terrace Tower  
80 Williams Street  
East Sydney, NSW, 2010  

22 August 2014

Dear Associate,

Re: AG2014/6955 – Undertakings under section 190 of the Fair Work Act 2009 (Cth) in relation to the Macquarie University Academic Staff Enterprise Agreement 2014 (Agreement)

Macquarie University (University) undertakes, while the Agreement is in operation, the following:

1. Clause 2.5.11 - Deduction of Union Dues

The University undertakes to require that a Staff Member provide a written authorisation for the deduction of union dues and levies from salary under clause 2.5.11.

2. Clause 3.3.1 - Backpayments

The University undertakes to make a payment of backpay of the 3% salary increase from 20 March 2014 to current Staff Members employed as at the commencement of the Agreement in the first payrun following the commencement of the Agreement.

3. Clause 3.6.60 – Redundancy Payments Below NES Scale in some circumstances

Where clause 3.6.60 provides for a severance payment which is lower than the NES requires in any particular circumstances, the University will pay the severance payment required by the NES in satisfaction of the Staff Members entitlement to a severance payment under both the NES and clause 3.6.60.

4. Clause 4.1.10 – Cashing Out of Annual Leave

Without affecting clause 4.1.11, the University undertakes that it will never agree to the cashing out of annual leave under clauses 4.1.10 to 4.1.12 of the Agreement if the cashing out would result in the Staff Member’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
The University undertakes it will not agree to the cashing out of annual leave under clauses 4.1.10 to 4.1.12 of the Agreement unless the cashing out of the particular amount of paid annual leave is by a separate agreement in writing between the University and the Staff Member.

5. **Clause 4.1.14 - Payment in lieu of annual leave**

   The University will pay an employee their untaken paid annual leave on termination of employment as required by section 90(2) of the Fair Work Act 2009, as amended or replaced.

6. **Clause 4.1.25(c)(ii) - Compassionate or bereavement leave**

   The University undertakes to extend to bereavement leave under clause 4.1.25(c)(ii) to the sibling of a Staff Member's de facto partner (including same sex de facto partners).

   The University undertakes that it will not deduct leave taken under clause 4.1.25(c)(ii) from personal leave accrued under the NES.

7. **Clause 4.1.60(a) – Return from parental leave**

   The University undertakes not to apply clause 4.1.60(a).

8. **Clause 4.12.8 – Suspension without pay**

   The Vice Chancellor will only exercise the power to suspend without pay in the case of possible Serious Misconduct and the University will – if no Serious Misconduct is found – pay the Staff Member their salary foregone during the period of unpaid suspension.

9. **Clause 6.2.6 – Payment of Long Service Leave on Voluntary Redundancy**

   The University undertakes to pay an employee their long service leave entitlement payable under the Long Service Leave Act 1955, as amended or replaced, where that payment exceeds the amount payable under the Agreement. Such a payment is paid in satisfaction of the Staff Members entitlement to a long service leave including under the Agreement and the Long Service Leave Act 1955.

   For the avoidance of doubt, all reference to provisions of legislation in these undertakings is a reference to those provisions as amended or replaced.

   Yours sincerely,

   Nick Crowley
   Manager, Employee Relations