

Macquarie University

Teaching Staff Greenfields Agreement 2015

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1. Title

This Agreement will be known as the Macquarie University Teaching Staff Greenfields Agreement 2015.

2. Administration

2.1 Definitions

In this Agreement, the following definitions will apply:

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.

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 or higher 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 or higher 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 or higher level.

Exempt Staff Member means a Teaching Staff Member who is being paid a Base Salary (excluding loadings) in excess of 50% of the salary for Senior Teacher, Step 3 as specified in Schedule 1.

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.

FWC refers to the Fair Work Commission.

Head means Head of 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 or higher level.

Investigator means a person appointed under clause 4.12.

Long-term Casual means a person who has been employed on a regular and systematic casual basis for at least 30 months.

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 or where applicable, the person acting in the position of Manager or a nominee at the equivalent or higher level.

Manager, Employee Relations means the person appointed by the University as the Head of Employee Relations or where applicable, the person acting in that position or a nominee at the equivalent or higher level.

MUIC means the Macquarie University International College.

NTEU means the National Tertiary Education Industry Union.

Ordinary Time Earnings means Base Salary, any Allowances paid for 12 months or more, and payments in lieu of notice upon termination of employment.

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

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.

Senior Teacher means a teaching staff member appointed according to the needs of MUIC to perform a range of duties including but not limited to: teaching delivery, preparation, consultation, supervision of students, assessment, administration, leadership in particular subject areas or programs, teacher supervision, provision of advice and training of other staff, timetabling of classes, examinations, moderation and other associated duties. They review and develop the curriculum and oversee the preparation of study materials and assessment requirements.

Staff or **Staff Member** means a Teaching 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 or where applicable, the person acting in the position of Supervisor or a nominee at the equivalent or higher level.

Teacher means a teaching staff member appointed to perform teaching and associated duties, including but not limited to: teaching delivery, preparation, consultation, supervision of students, assessment and administration. They contribute to the development and improvement of curriculum and resources and to College activities.

Teaching Staff Member means a person who is employed by the University to teach in the MUIC Foundation or Diploma programs.

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 or an appropriate nominee.

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 Teaching Staff Member;
- (b) each Teaching Staff Member; and
- (c) the NTEU.

2.2.2 This Agreement does not apply to the Director, MUIC and excludes other managerial or professional staff within MUIC.

2.2.3 This Agreement has a nominal expiry date of 31 July 2018.

2.2.4 Discussions on a replacement agreement will commence 6 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.

2.5 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.

Time Release

2.5.3 A Staff Member who has been appointed as a Union representative will be allowed reasonable time, subject to management approval, 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.

- 2.5.4 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 Macquarie University Branch or nominated delegate, on the condition that the President not access time release under any other industrial instrument.
- 2.5.5 The Union Macquarie University Branch President who has been granted time release will be considered on duty for that time and will not be disadvantaged as a result.
- 2.5.6 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

- 2.5.7 The University will grant the NTEU up to five (5) days of paid leave per year for Teaching Staff Members 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 provide at least four weeks' notice and 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

- 2.5.8 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.
- 2.5.9 Service whilst on secondment to a union will count as continuing service for leave and incremental purposes.

Payroll Deduction of Union Dues

- 2.5.10 At the written 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.

2.7 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.
- 2.7.3 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 Indigenous employment strategies aimed at recruiting and retaining Indigenous people in positions across the University.
- 2.8.3 The University maintains its commitment to 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.

2.9 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 or who, for medical reasons, are required to administer medication.

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 offer 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 statements of principle from the Academic Senate.

2.10.2 Intellectual freedom includes:

- (a) the rights of all Staff Members 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 rights of Staff Members to participate in public debates and express opinions about issues and ideas related to their discipline area;
- (d) the right of all Staff Members 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 Members will act in a professional and ethical manner and in accordance with the Code of Conduct, and will not harass, vilify or defame the University or its Staff Members.

2.10.4 The University will encourage Staff Members 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 varies the timing of salary payments from fortnightly under sub clause 3.3.6 to some other salary payment pattern; and
- (b) the Arrangement meets the genuine needs of the University and the Staff Member in relation to the matter mentioned in paragraph (a); and
- (c) 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.

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) whether the appointment is on full-time, part-time or casual basis;

(c) specific information about the days, times and times of the year for which the employment is available, if relevant;

(d) the length and terms of the probation period which applies to the employment; and

(e) 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 4 August 2016

(b) 3% from 3 August 2017

(c) 1.5% from 15 March 2018

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 Teaching 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.

Payment of Salaries

- 3.3.6 Salaries will be paid fortnightly by direct electronic funds transfer to an account nominated by the Staff Member at an Australian based financial institution.
- 3.3.7 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

- 3.3.8 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.
- 3.3.9 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) or State Authorities Superannuation Scheme (SASS) 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 Members, the University will make the following employer superannuation contributions to UniSuper:
 - (a) 17 per cent of Ordinary Time Earnings if the Staff Member is employed on a continuing basis or is employed on a fixed-term contract of two years or more; or
 - (b) the legislated superannuation contribution guarantee in place from time to time if the Staff Member is employed on a fixed-term contract of less than two years; or
 - (c) the legislated superannuation contribution guarantee in place from time to time 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 six-month periods between 1 January and 30 June or 1 July and 31 December each year.
- 3.4.3 Provided that the University's Trust Deed and Deed of Covenant with UniSuper so allow, the University may offer to (or agree to a request by) a Staff Member who is a member of UniSuper and who is eligible to receive the employer superannuation contribution specified in subclause 3.4.2(a) to make reduced employee superannuation contributions to increase take-home salary or to access any 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 twelve (12) months. Appointments to fixed-term positions may be subject to a probationary period of up to twelve (12) months.
- 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 or transfer.

- 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 Manager or 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 or Manager as appropriate 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 or Manager 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 or Manager recommends termination, the report must be forwarded to the Head for approval. If termination is approved, the following notice periods will apply:

Length of Contract	Period of Notice
Fixed-term of 1 year or less	The lesser of 1 month or to the end of the fixed-term appointment (or payment in lieu)
Continuing appointment or fixed-term of more than 1 year where the probationary period is less than or equal to 6 months	2 months (or payment in lieu)
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	4 months (or payment in lieu)
Greater than 12 months	6 months (or payment in lieu)

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 fortnightly 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.

Fixed-term Employment

- 3.6.8 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.
- 3.6.9 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.
- 3.6.10 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.

- 3.6.11 Subject to operational needs, fixed term contracts normally will be at least six months in duration.

Notice of Cessation or Re-offer of Fixed-term Employment

- 3.6.12 A fixed-term Staff Member may be offered a further fixed-term appointment, provided that appointment is consistent with sub clause 3.6.8. Unless such an offer is made and accepted, or the Staff Member's employment is terminated earlier in accordance with sub clause 3.6.9 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) they were initially appointed through an externally advertised competitive selection process; and
 - (b) they are demonstrating satisfactory performance in all aspects of the position; and
 - (c) in the case of substantially similar duties, the University is satisfied that they have the capacity to meet any new duties or competencies that may be required.
- 3.6.13 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.
- 3.6.14 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 3.6.13 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

- 3.6.15 Where a fixed-term Staff Member is terminated prior to the expiry of his or her fixed-term contract in accordance with sub clause 3.6.9 (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 severance payment under sub clause 3.6.18, provided that a staff member shall not receive less than six weeks under this sub-clause.
- 3.6.16 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 3.6.18 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 has two years or less Continuous Service; or
 - (e) the Staff Member was on a pre-retirement contract.

- 3.6.17 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.
- 3.6.18 Where a Staff Member is entitled to a severance payment in accordance with sub clause 3.6.15 (b) or 3.6.16 above, the following payments at the Staff Member's Base Salary (excluding loadings) will apply:

Staff Member's period of continuous service with the employer on termination	Severance Pay
More than 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 3.6.19 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.
- 3.6.20 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 3.6.18 but will not constitute breaks in Continuous Service.
- 3.6.21 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

- 3.6.22 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:
- the current contract is the second or subsequent consecutive fixed-term appointment for the Staff Member; or
 - the period of fixed-term employment has exceeded a continuous period of three (3) years; and
 - the Staff Member was originally appointed following a competitive, merit-based selection process; and
 - the Staff Member is demonstrating satisfactory performance in the position.
- 3.6.23 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.

- 3.6.24 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

- 3.6.25 The parties to this Agreement recognise that casual employment may legitimately be used by the University to address fluctuations in the teaching 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.
- 3.6.26 Casual employment should be on the basis of merit and be transparent, competitive and consistent with University policy.

Casual Rates of Pay

- 3.6.27 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.
- 3.6.28 A casual Staff Member will not have any expectation of continuing employment.

Casual Staff Professional Development

- 3.6.29 MUIC 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.
- 3.6.30 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.
- 3.6.31 Where the University requires a Staff Member to participate in compulsory training, payment for this attendance will be made at the appropriate hourly rate.
- 3.6.32 MUIC will conduct and make available to new casual Teaching Staff an introduction session. The introduction session will clarify terms and conditions of employment and provide information on administrative provisions relevant to casual Teaching Staff. Attendance at the introduction session will be paid.
- 3.6.33 Teaching and teaching-related duties will be consistent with the Activity Descriptors for Casual Teaching Work set out at Schedule 3 of this Agreement.
- 3.6.34 Casual Staff will be eligible to apply for internally advertised University positions.
- 3.6.35 A casual Teaching Staff Member may request, and be provided with, a statement of service from the University.
- 3.6.36 Casual Teaching Staff will be invited to attend College meetings on the same basis as continuing and fixed-term Teaching Staff.
- 3.6.37 Casual Teaching Staff will, as appropriate and necessary, be provided with the following resources and facilities on the same basis as continuing and fixed-term Teaching Staff:
- (a) library cards;
 - (b) approved 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.

3.6.38 On request, Human Resources will provide advice on the components of casual work, appropriate payments and entitlements.

Conversion to Part-time Employment for a Fixed Period

3.6.39 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.

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

3.6.41 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

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

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 written request by a Staff Member to cash-out an amount of annual leave.
- 4.1.11 The University will not agree to a request for cashing out annual leave that would result in a Staff Member's remaining accrued entitlement being less than four weeks, and will not normally agree to a request that would result in their 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.

Personal Leave

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

4.1.19 Eligibility and entitlement

Full-time staff	<p>Staff will be credited with an entitlement of 350 hours (10 weeks: 7 weeks Sick Leave, 3 weeks Other Personal Leave) on date of commencement of employment</p> <p>Staff will accrue an additional 105 hours (3 weeks: 2 weeks Sick Leave, 1 week Other Personal leave) per annum from the date on which the Staff Member received the initial credit of Personal Leave. Personal leave accrues up to a maximum of 1820 hours (52 weeks)</p>
Part-time staff	Proportionate of the full-time entitlement
Casual staff	No entitlement to paid personal leave

4.1.20 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, provided that the implementation of this sub clause will not be less than the requirements of the National Employment Standards. 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.

- 4.1.21 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.
- 4.1.22 Personal leave must be applied for in accordance with the relevant policies in place from time to time.
- 4.1.23 Staff may access alternative employment arrangements provided for in this Agreement to assist with the management of longer-term family responsibilities.

Domestic Violence

- 4.1.24 For the purposes of this Agreement, the University adopts the definitions of Domestic Violence and Domestic Relationship from the NSW Police Force Domestic and Family Violence Policy (as varied from time to time). This definition (at the date of this Agreement) includes domestic and family violence involving an abuse of power, in an intimate partner relationship or after separating from the relationship. It extends beyond physical violence and may involve the exploitation of power imbalances and patterns of abuse over many years. Domestic and family violence can occur in all sectors of the community and in traditional and non-traditional settings. It amounts to a pattern of behaviour that can include:
 - (a) escalating levels of abuse and violence;
 - (b) intimidation;
 - (c) physical abuse;
 - (d) sexual assault;
 - (e) verbal abuse and/or threats;
 - (f) psychological abuse;
 - (g) threats to harm others, and/or causing harm to pets;
 - (h) threats to damage property or actually damaging property;
 - (i) financial deprivation and social isolation;
 - (j) coercive control in order to maintain control over the victim's behaviour, or to have them suffer emotional or physical torment and live in fear.
- 4.1.25 A Staff Member who is affected by Domestic Violence, as defined in subclause 4.1.24, 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.
- 4.1.26 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.
- 4.1.27 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.

- 4.1.28 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

- 4.1.29 At the discretion of the University, special leave may be granted to all Staff (excluding casuals) for compassionate or extraordinary circumstances.
- 4.1.30 Special leave will be paid at the Staff Member's base rate of pay.

Religious, Cultural and Ceremonial Leave

- 4.1.31 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.
- 4.1.32 Staff will provide appropriate documentation to their Supervisor.
- 4.1.33 Eligibility and entitlement

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

Long Service Leave

- 4.1.34 Long service leave is an entitlement that recognises a Staff Member's length of Continuous Service to the University.
- 4.1.35 Long service leave is centrally funded.
- 4.1.36 Eligibility and entitlement

Full-time staff: On completion of 10 years full-time Continuous Service	3 months paid leave
Full-time staff: Continuous Service between 10 and 15 years	9 calendar days paid leave per year of Continuous Service
Full-time staff: On completion of 15 years full-time Continuous Service	4.5 months paid leave
Full-time staff: On completion of each additional year of full-time Continuous Service after 15 years	15 calendar days paid leave per year of Continuous Service
Part-time staff	Accrues on a proportionate basis of full-time entitlement

Casual staff	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
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- 4.1.37 The minimum period of long service leave that may be taken is 1 working week.
- 4.1.38 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.
- 4.1.39 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.
- 4.1.40 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) Previous continuous service with the Macquarie University English Language Centre at Access MQ will be recognised for the purpose of determining long service eligibility for Teaching Staff employed by the University.
 - (c) 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 or controlled entities of other Australian universities 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.

4.1.41 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.

4.1.42 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.

4.1.43 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

4.1.44 In order to assist Staff Members to balance work and family responsibilities, the University provides parental leave to eligible Staff in respect of 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.

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

4.1.46 Eligibility and entitlement

Paid parental leave – primary carer	14 weeks paid leave upon commencement (to be calculated in accordance with subclause 4.1.47) Additional 12 weeks paid leave with more than 1 year Continuous Service (to be calculated in accordance with subclause 4.1.47)
Unpaid parental leave – primary carer	Up to the child's second birthday
Other paid leave	Up to 2 days paid leave to attend compulsory interviews as part of an adoption procedure

4.1.47 Calculation of paid parental leave

Paid parental leave will be calculated on the Staff Member's salary rate immediately prior to commencing parental leave (except in circumstances noted in subclause 4.1.49(c) regarding transfer to safe work during pregnancy) and based on the following:

For full-time Staff Members	Where a Staff Member has worked full-time for the six months prior to commencing parental leave, paid leave will be at full-time rates.
For part-time and Long-Term Casual Staff Members	Where a Staff Member is part-time or casual (or has worked part-time or casually in the six months prior to commencing parental leave), paid leave will be calculated on a pro-rata basis using the average service fraction of the Staff Member for the six months immediately prior to commencing parental leave. Where a Staff Member has not been at work for the full six months prior to commencing parental leave, the averaging period may be reduced from six months to a minimum of three months or the actual period worked (whichever is the greater).

The averaging arrangements in this subclause do not apply to new Staff in the first year of their employment.

4.1.48 Leave before Parental Leave

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

4.1.49 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.

4.1.50 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 two 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) four weeks 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 classification and level as the former position.

4.1.51 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 stepchild 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 six months.
- (b) If a Staff Member becomes the primary caregiver of a foster child on a long-term placement, the Staff Member may take paid parental leave for six 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.

4.1.52 Entitlement to Paid Parental Leave

- (a) Fixed-term or long-term casual Staff Members 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 four weeks written notice; or
 - (iii) professional development purposes and/or a research grant.

4.1.53 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 four weeks of birth will be entitled to 14 weeks paid parental 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.

4.1.54 Payment of Salary

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

4.1.55 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.

4.1.56 Further Pregnancy

- (a) 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.
- (b) Where a Staff Member commences parental leave without returning to work from a previous period of parental leave, the following scale will apply for calculating any paid leave benefit under subclause 4.1.46:

Second consecutive period of parental leave without returning to work	0.4 FTE
Third consecutive period of parental leave without returning to work	0.2 FTE
Fourth or subsequent consecutive periods of parental leave without returning to work	0.0 FTE

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

- (a) A Staff Member will confirm their intention to return to work by giving notice in writing not less than six weeks prior to the expiration of parental leave.
- (b) 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.
- (c) 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.
- (d) Staff returning from parental leave will receive a local briefing on the latest changes and developments in their working environment, including any necessary training.

4.1.58 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.

4.1.59 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

4.1.60 Eligibility and entitlement

Full-time Staff	Up to 4 weeks paid leave at the birth or adoption of the child Up to 4 weeks unpaid leave (meaning a maximum of 8 weeks parental leave can be taken concurrently with the primary carer)
Part-time Staff	Proportionate to the full-time entitlement

4.1.61 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

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

- 4.1.63 This leave applies only to activities that are:
- (a) not regarded as duty;
 - (b) not covered by other forms of available leave.
- 4.1.64 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.
- 4.1.65 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 for a period of up to 6 weeks; and
 - (b) make payments equivalent to the difference between any payments received from the Federal Government (under the Federal Government's Living Organ Donor Scheme) and the Staff Member's Base Salary, for a period of up to 6 weeks.
 - (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

All staff (excluding casuals)	<p>Up to 16 calendar days paid leave for annual training</p> <p>Up to 16 calendar days paid leave for attendance at a school, class or course of instruction</p> <p>Further period of up to 4 days may be granted on request from the Commanding Officer of the Reserve Unit</p>
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Public Holidays and University Concessional Days

- 4.1.66 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.
- 4.1.67 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

- 4.1.68 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

- 4.1.69 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.

- 4.1.70 Eligibility and entitlement

All continuing and eligible fixed-term staff	<p>One half day paid leave for graduations held within the Sydney metropolitan area</p> <p>One day paid leave for graduations held outside the Sydney area</p>
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Work Related Travel

- 4.1.71 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 on any of the grounds outlined in subclause 4.2.1 above, 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. Flexible work arrangements may include temporary transfer to part-time employment; job sharing; accessing the University's Variable Working Hours Scheme; or alteration of start and finish times.
- 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 Teaching Arrangements

- 4.3.1 The ordinary hours of work are 70 per fortnight, which may be annualised in such a manner that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- 4.3.2 A full time load in the Foundation program will be up to 20 hours of teaching delivery per week in any given term, to a maximum of 840 hours per annum, with the remainder of workload allocated to associated duties and non-teaching responsibilities.
- 4.3.3 A full time teaching load in the Diploma program will be up to 16 hours of teaching delivery per week in any given term, to a maximum of 672 hours per annum, with the remainder of workload allocated to associated duties and non-teaching responsibilities.
- 4.3.4 Senior Teachers will be allocated a reduced teaching load commensurate with the nature, duration and complexity of their assigned responsibilities.
- 4.3.5 Part time hours will be calculated on a pro rata basis, including pro rata maximum teaching delivery hours.
- 4.3.6 A teaching staff member will not be required to work for more than five hours without an unpaid meal break of at least 30 minutes. Meal breaks will be no more than one hour (unless authorised by the University) and will not be counted as work.

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 re-commence 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.

Conflict 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 Consultative Mechanisms

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 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.

Consultative Forum

- 4.7.5 The Director, MUIC will convene a Teaching Staff forum at least twice annually. An additional forum may be held at the request of Teaching Staff Members or the Union, subject to the agreement of the parties. The Union may attend the forum.
- 4.7.6 The forum will include discussion on MUIC's performance, staffing, activities and direction. Teaching Staff Members and/or the Union may suggest agenda items.

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 – 4.9.6, 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 Teaching Staff of MUIIC.

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) the Supervisor will 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 eight 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 or support person of their choice. The Staff Member and their representative or support person may withdraw to consult if required. The Staff Member is expected to participate in the discussion and respond to issues raised. The representative or support person may participate in the meeting but ordinarily will 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 Manager or Head as appropriate 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 Manager or 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 Manager or Head:
- (a) will review the report and any response from the Staff Member; and
 - (b) may seek further information from the Staff Member or Supervisor regarding the report or the response from the Staff Member.
- 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 Manager or 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 Director, Human Resources which:
 - (i) identifies the aspects of performance the Manager or Head regards as unsatisfactory;
 - (ii) records the attempts to remedy the unsatisfactory performance; and

(iii) includes the Staff Member's responses.

- 4.11.9 If the Manager or Head provides a report to the Director, Human Resources, a copy will also be provided to the Staff Member.
- 4.11.10 The Director, Human Resources may request further information and/or interview the Staff Member, Supervisor, Manager or the Head.
- 4.11.11 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, Manager or Head with directions that they must comply with before the matter is referred back to the Director, Human Resources to be dealt with under this sub clause 4.11.11; or
 - (c) take disciplinary action which includes:
 - (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
 - (vii) termination of employment.
- 4.11.12 The Director, Human Resources will advise the Staff Member in writing of their determination under sub clause 4.11.11.
- 4.11.13 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.
- 4.11.14 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 Teaching Staff Members (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.

- 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 their functions or duties, or to the Staff Member's colleagues carrying out their functions or duties; or

- (c) repeated incidents of misconduct; and/or
- (d) serious acts, omissions and/or dereliction of duties.

4.12.4 **Disciplinary Action** means any action by the University to discipline a Staff Member for unsatisfactory performance or misconduct or serious misconduct including:

- (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.

Procedures

4.12.5 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.

4.12.6 A Staff Member's Supervisor or Manager 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 or Manager 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.

4.12.7 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.

4.12.8 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 outside the University.

4.12.9 The Director, Human Resources will consider any alleged conduct referred to them under sub clause 4.12.6 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 4.12.12.

4.12.10 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.

4.12.11 The Investigator will investigate the alleged conduct and provide the Director, Human Resources with a report of their investigations.

4.12.12 If, following the consideration of the conduct alleged by the Supervisor or Manager 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.

- 4.12.13 If, following the consideration of the conduct alleged by the Supervisor or Manager and the report of the Investigator, if any, the Director, Human Resources believes the alleged conduct warrants further investigation then they 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.
- 4.12.14 The Director, Human Resources will provide the Investigators report, if any, the allegations and any response to the allegations by the Staff Member to the appropriate DVC.
- 4.12.15 The DVC, after consideration of the material provided by the Director, Human Resources, will:
- (a) advise the Staff Member of their 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 they want the DVC to take into account in making a decision about what disciplinary action is to be taken;
 - (c) consider any matters brought to their attention by the Staff Member when deciding what, if any, disciplinary action should be taken.
- 4.12.16 If, having undertaken the procedure in sub clause 4.12.15, the DVC is of the view that the conduct amounts to misconduct or serious misconduct, then the DVC will advise the Staff Member of their final decision about what disciplinary action is to be taken, and of the operative date of any disciplinary action to be taken.
- 4.12.17 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

- 4.12.18 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.
- 4.12.19 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

- 4.12.20 Where, in accordance with sub clause 4.12.16, 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.
- 4.12.21 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.
- 4.12.22 Any payments in lieu of notice will be based on the Staff Member's salary at the date of termination of employment.

4.12.23 In instances of termination of employment as a result of serious misconduct involving suspension without pay (refer to sub clauses 4.12.7 to 4.12.8), 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 Agreement:

- (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 their 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, they 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 per cent 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 sub 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;
 - (f) 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;
 - (g) 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
 - (h) 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 and incremental progression.
- 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 Teaching Evaluation

- 5.3.1 Effective teaching plays a critical role in the quality of the learning outcomes of students. Student evaluation of teaching and curriculum and teacher observations 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.
- 5.3.2 All continuing, fixed-term and casual Staff will be required to undertake regular student evaluation of their teaching and the units they convene.
- 5.3.3 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 and/or teacher observation by senior staff or their nominee.
- 5.3.4 Casual Teaching Staff will be encouraged to attend professional development programs and workshops relevant to their teaching.

- 5.3.5 Student evaluation of teaching will not be used by the University as the sole measure of teaching performance to initiate any action under Unsatisfactory Performance (clause 4.11).
- 5.3.6 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 and probation. Other sources of information about teaching performance and development may include, but are not limited to, teacher observations and 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; and
 - (e) attendance at relevant professional development programs.
- 5.3.7 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 3.6.9 (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 10 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 13 weeks' notice of its intention to retrench the Staff Member.
- 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 13 weeks' 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:

Length of Continuous Service	Severance Pay
Less than 1 year	4 weeks
1 year and less than 2 years	8 weeks
2 years and less than 3 years	12 weeks
3 years and less than 4 years	15 weeks
4 years and less than 5 years	18 weeks
After 5 years	18 weeks plus 2 weeks' pay for each additional year of Continuous Service or pro-rata for part thereof.

- (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) career transition support of up to \$2500.00 (inc. GST) payable on receipt of invoice or receipt. University approved providers will provide career transition 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).

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:

Length of Continuous Service	Period of Notice
Less than 1 year	2 weeks
Over 1 year and up to 3 years	3 weeks
Over 3 years and up to 5 years	4 weeks
Over 5 years	5 weeks

- 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: Nicole Gower
Title: Director, Human Resources
Address: Balaclava Road, North Ryde, NSW, 2109

In the presence of:



Full name: Laura Salter
Date: 24 July 2015

Signed for and on behalf of The National Tertiary Education Industry Union as employee bargaining representatives:



Full name: Grahame McCulloch
Title: General Secretary
Address: Level 1, 120 Clarendon Street, South Melbourne, VIC, 3205

In the presence of:



Full name: Renee Veal
Date: 23 July 2015

Schedule 1 – Full-time Teaching Salaries

	July 2015	4/8/2016	3/8/2017	15/3/2018
	\$	\$	\$	\$

Teacher

Step 1	64,173	66,098	68,081	69,102
Step 2	67,448	69,471	71,556	72,629
Step 3	70,723	72,845	75,030	76,155
Step 4	73,998	76,218	78,504	79,682
Step 5	77,273	79,591	81,979	83,209
Step 6	80,548	82,964	85,453	86,735
Step 7	83,823	86,338	88,928	90,262
Step 8	87,098	89,711	92,402	93,788
Step 9	90,373	93,084	95,877	97,315

Senior Teacher

Step 1	97,236	100,153	103,158	104,705
Step 2	99,059	102,031	105,092	106,668
Step 3	100,913	103,940	107,059	108,664

Schedule 2 – Casual Teaching Salaries

TEACHING STAFF CASUAL RATES *

TEACHING DELIVERY**

	July 2015	4/8/2016	3/8/2017	15/3/2018
Casual Loading	25%	25%	25%	25%
Salary Increase		3%	3%	1.5%
Foundation teaching delivery** (Step 3 x 1.75 hours)	\$79.34	\$81.72	\$84.17	\$85.43
Diploma teaching delivery** (Step 5 x 2 hours)	\$99.07	\$102.04	\$105.10	\$106.68

* All rates are calculated using the relevant full time with the addition of a casual loading/(37.5 x 52)

**For each contact hour of teaching delivery

OTHER REQUIRED ACTIVITIES***

	July 2015	4/8/2016	3/8/2017	15/3/2018
Casual Loading	25%	25%	25%	25%
Salary Increase		3%	3%	1.5%
Teacher - Foundation (Step 3 x 1 hour)	\$45.34	\$46.70	\$48.10	\$48.82
Teacher - Diploma (Step 5 x 1 hour)	\$49.53	\$51.02	\$52.55	\$53.34
Senior Teacher (Step 1 x 1 hour)	\$62.33	\$64.20	\$66.13	\$67.12

* All rates are calculated using the relevant full time with the addition of a casual loading/(37.5 x 52)

*** For each hour worked

The minimum payment for a relief casual Teaching Staff member called in with less than 48 hours' notice will be no less than the equivalent of three hours at the hourly rate for other required activities

Schedule 3 – Activity Descriptors – Casual Teaching Staff

The categories of casual Teaching Staff activity at MUIC are:

- teaching delivery in Foundation and Diploma programs and associated duties
- other required activities

For the purpose of determining the number of hours worked by a casual Teacher, the following will apply:

- (a) each contact hour of teaching delivery by a Teacher in the Foundation program will count as 1.75 hours of work, including associated duties such as preparation, administration, assessment and consultation; and
- (b) each contact hour of teaching delivery by a Teacher in the Diploma program will count as 2 hours of work, including associated duties such as preparation, administration, assessment and consultation.

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 the Macquarie University Academic Staff Enterprise Agreement 2014 or its successor.

ANNUAL RATE	July 2015
First Aid Officer	\$873.44
Occupational First Aid Officer	\$1,224.67