



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Macquarie University**  
(AG2015/1082)

## **MACQUARIE UNIVERSITY PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2015**

Educational services

VICE PRESIDENT CATANZARITI

SYDNEY, 29 MAY 2015

*Application for approval of the Macquarie University Professional Staff Enterprise Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as *Macquarie University Professional Staff Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Macquarie University. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188 and s.190 as are relevant to this application for approval have been met.

[3] The National Tertiary Education Industry Union and the Community and Public Sector Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2), I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 June 2015. The nominal expiry date of the Agreement is 31 March 2018



VICE PRESIDENT

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# Macquarie University Professional Staff Enterprise Agreement 2015

This Agreement supersedes the Macquarie University Enterprise Agreement 2010.

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## 1. Title

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

**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 three 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 all 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.

**CPSU** means the Community and Public Sector Union.

**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 the Equity and Diversity Unit or where applicable the person acting in the position of Director, 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, Human Resources or a nominee at the equivalent or higher level.

**DVC or Deputy Vice-Chancellor** means the appropriate Deputy Vice-Chancellor (or Chief Operating Officer) or where applicable the person acting in the position of Deputy Vice-Chancellor (or Chief Operating Officer) or a nominee at the equivalent or higher level.

**Exempt Staff Member** means a Professional Staff Member who is being paid a Base Salary (excluding loadings) in excess of the salary for Level 10, Step 10 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 Faculty or Office (unless there is a specific reference to Head of Department) or where applicable the person acting in the position of Head or a nominee at the equivalent or higher level.

**Investigator** means a person appointed under clause 4.17.

**Long-Term Casual** means a person who has been employed on a casual basis for at least three of the preceding five sessions.

**Macquarie University Consultative Committee (MUCC)** is the consultative committee established under clause 4.12.

**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.

**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.

**Period of Purchased Leave** refers to a period of leave taken in accordance with subclauses 4.1.9–4.1.13.

**Professional Staff Member** means a person who is employed by the University as a Professional Staff Member.

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

**Reasonable Adjustments** means assisting people with disabilities to be able to do their work by making reasonable modifications to some features of their work and/or work environment. It may include, but is not limited to, improving access to buildings and rooms, modifying equipment, redesigning jobs or work areas, redesigning material, information systems or other technology platforms or implementing more flexible work practices.

**Secondment** is an arrangement made with the mutual consent of the Supervisor/Manager 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 two years. Subject to the Managing Change clause in this Agreement, a Staff Member has the right to return to their substantive position at the conclusion of a period of secondment.

**Staff** or **Staff Member** means a Professional 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.

**Union** in this Agreement means and refers to the Community and Public Sector Union (CPSU) and/or 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 Staff Member;
- (b) each Staff Member;
- (c) the CPSU; and
- (d) the NTEU.

2.2.2 This Agreement has a nominal expiry date of 31 March 2018.

2.2.3 Discussions on a replacement agreement will commence four 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 subclause 4.12.2(b).

## **2.4 Relationship with Awards and Other Industrial Instruments**

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

2.4.2 This Agreement entirely replaces the Macquarie University Enterprise Agreement 2010.

2.4.3 Despite subclause 2.4.2 above, if any party referred to in subclause 2.2.1(a)–(d) has, prior to the operation of this Agreement, commenced proceedings under clause 4.13 – Managing Change in the Workplace, clause 4.14 – Dispute Settling Procedures, clause 4.15 – Grievance Procedures, clause 4.16 – Unsatisfactory Performance, clause 4.17 – Misconduct and Serious Misconduct, clause 6.2 – Redundancy, Redeployment and Retrenchment, clause 6.4 – Abandonment of Employment or clause 6.5 – Termination on the Grounds of Illness, of the Macquarie University Enterprise Agreement 2010, then the parties will continue such proceedings to completion in accordance with the procedures prescribed in each clause.

2.4.4 An application for Parental Leave made prior to the operation of this Agreement will continue to operate in accordance with clause 4.1 of the Macquarie University Enterprise Agreement 2010.

## **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.

### **Resources**

- 2.5.3 Subject to availability and the negotiation of a commercial lease the University will provide accessible on-campus office space, with reasonable facilities, for Union representatives and officials. The University will also provide access to one notice board in each University building for materials authorised by the Union.

### **Time Release**

- 2.5.4 A Staff Member who has been appointed as a Union representative will be allowed reasonable time to carry out responsibilities incurred as a result of the implementation of this Agreement. Staff Members will suffer no reduction in salary or conditions as a consequence of this time release.
- 2.5.5 In the interest of promoting active participation in the implementation of this Agreement and the processes of the Macquarie University Consultative Committee, the University agrees to provide the following time release on the condition that the President does not access time release under any other industrial instrument:
- (a) 20 per cent time release to the President (or nominated delegate) of the CPSU Branch;
  - (b) 20 per cent time release to the President (or nominated delegate) of the NTEU Branch.
- 2.5.6 Union Branch Presidents (or their nominated delegates) who have been granted time release will be considered on duty for that time and will not be disadvantaged as a result.
- 2.5.7 A Union representative will be considered to be on duty where they are required to attend an industrial tribunal as a participant or witness where the University is a party to the proceedings.

### **Leave to Attend Trade Union Courses**

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

### **Secondment to Unions**

- 2.5.9 The University may agree to the Secondment of a Staff Member to the Staff Member's Union for up to six months in the first instance and, if agreed, for a further period of up to 12 months. The Union is required to meet all costs of the secondment, including salary, superannuation and salary on costs.
- 2.5.10 Service while on Secondment to the Union will count as continuing service for leave and incremental purposes.

### **Payroll Deduction of Union Dues**

- 2.5.11 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.
- 2.6.2 The University will promote sustainability by:
- (a) annual reporting on performance against sustainability targets;
  - (b) making such reports publicly available;
  - (c) regularly informing the University community of the University's carbon emission, water and energy consumption levels, green space and biodiversity.
- 2.6.3 The University will continue to develop a culture that supports sustainability by:
- (a) providing training and support for Staff to adopt sustainability principles and practices to achieve sustainable behaviour change in the workplace;
  - (b) encouraging Members to raise matters relating to waste, pollution, or environmental mismanagement.
- 2.6.4 The University will support and promote the use of alternative forms of transport to and from work by:
- (a) the provision of pedestrian access paths for walkers, including improvements to current path entry to the campus;
  - (b) the provision of cycling facilities for cyclists, including bicycle hubs and maintenance area, u-rails, and improved signage;
  - (c) car pooling, including dedicated car parks and permits for car pooling;
  - (d) investigating the provision of shuttle buses for Staff to, and from, work in those areas of Sydney that are not adequately serviced by public transport;
  - (e) investigating transport subsidies for Staff.
- 2.6.5 The University is committed to consultation on the introduction and integration of practices that aim to improve the sustainability performance of the University. To assist with this goal a representative of the CPSU and the NTEU will be invited to attend meetings of the University's Sustainability Representative Network.

### **2.7 Employment Equity and Diversity**

- 2.7.1 The University recognises its obligations under relevant legislation not to unlawfully discriminate and will work to prevent and eliminate any such discrimination.
- 2.7.2 Nothing in this clause will limit the right of a Staff Member or the University to pursue a matter of discrimination in any state or federal jurisdiction, including any application to the Anti-Discrimination Board of New South Wales or the Australian Human Rights Commission.

#### **Pay Equity**

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



## **Employment Equity**

- 2.7.4 The University will (with input from Staff from Designated Equity Groups) develop, review and maintain frameworks, policies and practices that aim to prevent and redress inequities for Staff from Designated Equity Groups.
- 2.7.5 Selection and promotion criteria will be developed to value and recognise the skills, experiences and achievements of Staff from Designated Equity Groups.
- 2.7.6 The University will monitor selection and promotion committee outcomes and ensure that committee members are aware of and apply criteria equitably.
- 2.7.7 The University will identify opportunities for and barriers to career advancement for Staff from Designated Equity Groups. It will develop, implement and report on equity and diversity strategies designed to redress disadvantage in employment.
- 2.7.8 The University recognises that Staff with disabilities are significantly underrepresented and as part of its wider participation agenda is committed to the development and implementation of a disability employment strategy.
- 2.7.9 The University will make Reasonable Adjustments for Staff with disabilities to enable them to perform their duties and participate fully in the University community.

## **2.8 Indigenous Employment**

- 2.8.1 For the purposes of this clause 'Aboriginal and 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 their Aboriginal or Torres Strait Islander community.
- 2.8.2 The University will implement an Indigenous Pathway Program to support sustainable growth in Indigenous employment. This program will complement the existing Indigenous employment strategy and will aim to:
  - (a) increase the qualifications, professional development and engagement opportunities for Indigenous people and their communities; and
  - (b) increase employment of Indigenous people by endeavouring to recruit and retain Indigenous people in positions across the University.
- 2.8.3 The initiatives of the Program will align with the University's strategies relating to widening participation, outreach, workforce planning and professional development. The strategies aim to increase Indigenous student participation, retention and completion rates and strengthen the Indigenous candidate pool for academic and professional Staff employment at the University.
- 2.8.4 The Program will support completion of undergraduate, postgraduate and doctoral qualifications and provide opportunities for postdoctoral experience for Indigenous Staff and students. The Program will include:
  - (a) the provision of undergraduate cadetships, postgraduate scholarships, PhD scholarships;
  - (b) funding for professional development;
  - (c) dedicated professional and cultural support roles; and
  - (d) an identified Indigenous position responsible for the management of the integrated employment and pathway program for Indigenous Staff. The position will contribute to the development and monitoring of the strategy and will work with Supervisors to facilitate its implementation across the University.

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

<b>Year</b>	<b>Amount</b>
2014	\$574,200
2015	\$803,500
2016	\$1,032,800

2.8.6 During 2016, the Director, Indigenous Strategy, will review the outcomes of the Indigenous Pathway Program and Indigenous employment strategy and report to the implementation and monitoring committee, referred to at subclause 2.8.12, with a view to having a future plan in place from 2017.

2.8.7 Consistent with the objectives that have been established for the Patyegarang: Macquarie University's Aboriginal and Torres Strait Islander Advancement Strategy 2012–2017, the University aims to increase the proportion of Indigenous Staff Members to 2.6 per cent of the University's FTE fixed-term and continuing Staff (which equates to approximately 33 FTE based on Professional Staff numbers as at 31 March 2014).

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

- (a) respect and consider cultural, social and religious systems practised by Indigenous Staff and students, and acknowledges the diversity of Indigenous cultures;
- (b) are aimed at eliminating racism in the workplace;
- (c) celebrate Indigenous cultural practices and identity;
- (d) support initiatives for increasing the cultural understandings and competency of both Indigenous and non-Indigenous Staff;
- (e) support culturally responsive and responsible campus engagement activities; and
- (f) recognise Indigenous knowledge as a distinct knowledge paradigm within learning and teaching practices.

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

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

2.8.11 The University will provide to the CPSU and NTEU, on an annual basis, the following information:

- (a) the numbers of Indigenous Staff Members, by classification and mode of employment. The information will include the number of Indigenous Staff as a percentage of all Staff;
- (b) higher education Staff data as reported to the relevant Australian Government department;

- (c) the participation rates of Indigenous Staff in cultural and ceremonial activities; and
  - (d) the retention rates and promotion numbers of Indigenous Staff.
- 2.8.12 The University will establish an implementation and monitoring committee for the purpose of reviewing and monitoring the Indigenous Pathway Program, progress around Indigenous workplace participation levels and Indigenous employment strategy. The committee will comprise:
- (a) as Chair of the Committee, the Director, Indigenous Strategy;
  - (b) the Head, Warawara – Department of Indigenous Studies;
  - (c) an Executive Dean (or nominee);
  - (d) the Director, Human Resources or the Director, Equity and Diversity;
  - (e) a Staff representative nominated by the NTEU;
  - (f) a Staff representative nominated by the CPSU; and
  - (g) two Staff representatives, who identify as Aboriginal or Torres Strait Islander, nominated by the University.
- 2.8.13 The Director, Indigenous Strategy will report to a member of the executive group of the University.

## **2.9 Health and Safety**

- 2.9.1 In matters relating to health and safety, the University and its Staff Members 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 (eg 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 Members.

### **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).

### **Provision of Uniforms and Personal Protective Equipment/Clothing**

- 2.9.7 If Staff are required to wear a uniform or protective 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.
- 2.9.8 The University will supply safety equipment and/or protective clothing as required under relevant legislation.
- 2.9.9 Staff Members provided with items of clothing or safety equipment will be required to wear or use these items while performing the duties for which it has been provided.
- 2.9.10 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.
- 2.9.11 The University will consult with Staff prior to the purchasing or replacement of uniforms and safety equipment.

### **Staff Amenities and Facilities**

- 2.9.12 The University will maintain rooms for Staff Members 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**

- 2.9.13 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.
- 2.9.14 These officers must have an appropriate first aid certificate or equivalent qualification. The University will fund these qualifications where required.
- 2.9.15 The University will make payment of the first aid allowances set out in Schedule 3 to all appointed first aid officers. Allowances will not be paid during periods of leave greater than five working days.

### **Compensation for Loss or Damage to Personal Property**

- 2.9.16 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**

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

### **Alcohol and Drug Use**

- 2.9.18 The University recognises that drug and alcohol addictions are health issues and, in consultation with the MUCC, will maintain University-wide strategies to support Staff

suffering from such addictions. These strategies will also aim to minimise the adverse impacts of drugs and alcohol on the workplace.

### **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 University job;
- (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 deals with taking leave in accordance with the Deferred Salary Scheme Policy; and/or
- (b) the Arrangement varies the timing of salary payments from fortnightly to some other salary payment pattern; and
- (c) the Arrangement meets the genuine needs of the University and the Staff Member in relation to the matter mentioned in paragraph (a); and/or (b); and
- (d) the Arrangement is genuinely agreed to by the University and Staff Member.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.

- 2.11.3 The University must ensure that the Individual Flexibility Arrangement:
- (a) is in writing; and
  - (b) includes the name of the University and the Staff Member; and
  - (c) is signed by the University and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and
  - (d) includes details of:
    - (i) the terms of the Enterprise Agreement that will be varied by the Arrangement; and
    - (ii) how the Arrangement will vary the effect of the terms; and
    - (iii) how the Staff Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the Arrangement; and
    - (iv) the day on which the Arrangement commences.
- 2.11.4 The University must give the Staff Member a copy of the Individual Flexibility Arrangement within 14 days of it being agreed.
- 2.11.5 The University or Staff Member may terminate the Individual Flexibility Arrangement:
- (a) by giving no more than 28 days written notice to the other party to the Arrangement; or
  - (b) if the University and Staff Member agree in writing – at any time.

### **3. Starting at Macquarie**

#### **3.1 Recruitment and Selection Procedures**

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

#### **Appeals Against Non-Appointment**

- 3.1.2 A Staff Member, who is an unsuccessful applicant for appointment to a vacant position that has been advertised, may request a written report stating the reasons for their non-selection. Such a request must be made to the Chair of the selection panel within two days of being notified of the selection decision, and the report, by the Chair, must be provided within seven working days of receiving the Staff Member's request.
- 3.1.3 The Staff Member may apply to have the decision reviewed by the Director, Human Resources if they consider that:
- (a) the decision not to appoint was made in contravention of the appointment procedures; and/or
  - (b) the reasons given for not being appointed were inappropriate.
- 3.1.4 An appeal in respect of non-appointment to an advertised position may only be made if:
- (a) the Staff Member (appellant):
    - (i) is not a casual Staff Member or a fixed-term Staff Member who has had less than six months service with the University;
    - (ii) satisfies the advertised minimum requirements for the position; and

- (iii) is willing and able to take up the duties of the position concerned.
  - (b) the person appointed to the position concerned is already employed by the University;
  - (c) the appointment is a continuing appointment or, if it is a fixed-term appointment or secondment, the term is for two years or more; and
  - (d) the position applied for carries a higher salary than that currently occupied by the appellant.
- 3.1.5 An appeal must be lodged with Human Resources within seven working days of the Staff Member receiving the reasons for non-appointment. The Staff Member must provide a signed statement giving full details of the appeal.
- 3.1.6 Appeals will be dealt with in accordance with the University's recruitment and selection policies as varied from time to time.

## **3.2 Instrument of Appointment**

- 3.2.1 At the time of appointment the University will supply a Staff Member an instrument of appointment in the form of a letter of offer or engagement 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 or part-time 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:
- 1.5 per cent from 2 April 2015
  - 1.5 per cent from 17 September 2015
  - 3 per cent from 1 September 2016
  - 3 per cent from 14 September 2017
  - 1.5 per cent from 15 March 2018.

### **Salary Rates**

- 3.3.2 The salaries in Schedule 1 are in compensation for all ordinary hours specified in subclauses 3.7.3 and 3.7.4 worked by a Staff Member.
- 3.3.3 The minimum salaries for full-time Staff will be as contained in Schedule 1.
- 3.3.4 The rates of pay for casual Staff will be as contained in Schedule 2. These rates of pay incorporate a casual loading in lieu of those Agreement benefits for which casual Staff are ineligible including those leave and redundancy entitlements to which casual Staff are not entitled.
- 3.3.5 Part-time Staff will be paid pro rata based on the appropriate full-time salary.

- 3.3.6 The rate of pay for Examination Supervisors will be determined by reference to the Professional Staff classification descriptors and appropriate rates of pay, as contained in Schedule 2.1 of the Agreement.

#### **Payment of Salaries**

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

#### **Flexible Salary Packaging**

- 3.3.9 All eligible Staff may choose to enter into a salary packaging arrangement with the University for the purposes of receiving a salary lower than that to which they are entitled under Schedule 1, in exchange for a 'benefit' of equivalent value.
- 3.3.10 Where an agreement is reached between a Staff Member and the University in accordance with this subclause, 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 Supported Wage System**

- 3.4.1 Nothing in this Agreement will prevent the full operation of the Supported Wage System as documented in the Australian Government's Supported Wage System: Guidelines and Assessment Process. The System is designed to promote employment for people who, because of a disability, are unable to work at full award wages.
- 3.4.2 The capacity of the Staff Member will be assessed in accordance with the Supported Wage System. The Staff Member will be paid the greater of the amount set by the Supported Wage System from time to time or the applicable percentage (10–90 per cent) of the minimum rate of the relevant classification level for the position in which they are employed. Where the assessed capacity is 10 per cent, the Staff Member will receive a high degree of assistance and support.

### **3.5 Superannuation**

- 3.5.1 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.
- 3.5.2 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.

- 3.5.3 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 3.5.2(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.

### **3.6 Probation**

- 3.6.1 On commencement of either continuing or fixed-term employment a Professional Staff Member may be subject to a probationary period of up to 12 months. The length of the probationary period should be appropriate to the nature of the work being undertaken.
- 3.6.2 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. Probation will not apply in cases of Secondment or transfer.
- 3.6.3 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.
- 3.6.4 The Supervisor will provide regular feedback to the Staff Member during the probationary period. Where there is a probationary period of greater than three months the Supervisor will conduct a review halfway through the nominated period.
- 3.6.5 If an assessment of performance cannot be made due to a Staff Member taking a period of approved leave (eg leave without pay, personal leave, parental leave) that is greater than four weeks then the end date for probation may be extended. The Director, Human Resources, on a recommendation from the Head, may approve to adjust the probationary period to provide the Staff Member with a total probation period equivalent to that contemplated in the employment instrument.
- 3.6.6 The Supervisor will undertake a formal probationary review no later than one month prior to the expiration of the probationary period. The review will be done in accordance with the University's Performance Development and Review (PDR) process.
- 3.6.7 After conducting the probationary review, the Supervisor will make a recommendation to the University about continuation or termination of employment. Where the Supervisor recommends termination the report of the formal review and any response from the Staff Member will be forwarded to the Head for approval. If termination is approved, the following notice periods will apply:

<b>Length of Contract</b>	<b>Period of Notice</b>
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)

Length of Contract	Period of Notice
Continuing appointment or fixed-term of more than 1 year where the probationary period is greater than 6 months	4 months (or payment in lieu)

### 3.7 Types of Employment

3.7.1 A Staff Member will be employed in the types of employment prescribed in this clause. There will be no limit on the number or proportion of Staff Members that the University may employ in a particular type of employment.

#### Continuing Employment

3.7.2 Continuing employment means employment on a full- or part-time basis with no specified end date. 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

3.7.3 For Professional Staff, 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

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

3.7.5 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

3.7.6 Casual employment means employment of a Staff Member on an hourly basis at an hourly rate of pay. The work required to be done by a Staff Member employed on casual basis is generally ad hoc, intermittent, unpredictable or involves hours that are irregular. Casual employment may be terminated at one hours notice.

#### Job Sharing

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

#### Seasonal Employment

3.7.8 Seasonal employment means employment offered on a continuing or fixed-term basis to work one or more periods or seasons in each calendar year.

3.7.9 During the periods of the calendar year that a seasonal Staff Member is not required to perform work, they will be deemed to be stood down without pay. Any such stand-down period will not count as service for any purpose, although it will not break the continuity of service.

#### Fixed-Term Employment

3.7.10 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 three years.
- 3.7.11 Fixed-term contracts may be terminated by the University:
- (a) during a probationary period in accordance with clause 3.6 (Probation) of this Agreement; or
  - (b) where 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, misconduct or serious misconduct; or
  - (d) by abandonment of employment.
- 3.7.12 For the purpose of this clause, breaks between fixed-term appointments of up to three months in total in any 12-month period will not constitute breaks in Continuous Service.

**Restriction on Use of Fixed-Term Appointments**

- 3.7.13 Any fixed-term contract entered into following the commencement of this Agreement must come within the description of one or more of the following circumstances:
- (a) **Specific task or project** means a definable work activity that has a starting time and is expected to be completed within an anticipated timeframe not normally in excess of three years. Without limiting the generality of that circumstance, it will also include a period of employment provided for from funds external to the University, ie funding that is not part of an operating grant from the government.
  - (b) **Research** means work activity by a person engaged on research-only functions for a contract period not exceeding five years.
  - (c) **Replacement Staff Member** means a Staff Member:
    - (i) undertaking work activity replacing a full-time or part-time Staff Member for a definable period during which the replaced Staff Member is either on authorised leave of absence or is temporarily seconded or appointed away from their usual work area or role; or
    - (ii) performing the duties of:
      - i. a vacant position that the University has made a definite decision to fill and has commenced recruitment action; or
      - ii. a position that is temporarily vacant because the normal occupant is performing higher duties pending the outcome of recruitment action initiated and/or in progress by the University for that vacant higher duties position;
 until a Staff Member is engaged for the vacant position or vacant higher duties position as applicable.
  - (d) **Pre-retirement contract.** Where a Staff Member declares that it is their intention to retire, a fixed-term contract expiring on a mutually agreed date may be adopted as the appropriate type of employment.

- (e) **Other circumstances.** If a work unit identifies any other circumstance where employment is to be for a fixed period, then the contract period or periods for an individual Staff Member will not exceed five years. Any application for appointment under this subclause will be accompanied with a written justification and will be subject to the approval of the Director, Human Resources.
- (f) **Fixed-term contract employment subsidiary to studentship.** Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work for which the student is appropriately qualified, provided that:
  - (i) such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
  - (ii) an offer of fixed-term employment under this paragraph must not be made on the condition that the person offered the employment must enrol as a student.
- (g) **Apprenticeship or Traineeship.** An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant state or territory training authority.

**Notice of Cessation or Re-offer of Fixed-Term Employment**

- 3.7.14 A fixed-term Staff Member may be offered a further contract of employment. Unless such an offer is made and accepted, or the Staff Member's employment is terminated earlier in accordance with subclause 3.7.11 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.
- 3.7.15 Notwithstanding the provisions of subclause 3.7.14, where the University determines that the work being performed by a Staff Member employed under a fixed-term contract as specified in subclause 3.7.13(e) will continue for more than five years, and the Staff Member has been appointed through a competitive selection process, the Staff Member will be offered continuing employment in the role. The University will not fail to offer further employment in order to avoid the obligation under this subclause.
- 3.7.16 The University will provide to a fixed-term Staff Member written notice (including by email) of five 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 fixed-term contract of less than six months.

3.7.17 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 subclause 3.7.16 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**

3.7.18 Where a fixed-term Staff Member is terminated prior to the expiry of their fixed-term contract in accordance with subclause 3.7.11(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 retrenchment benefit payable under subclauses 6.2.15 (a) and (c).

3.7.19 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 subclause 3.7.21 below, except where:

- (a) the Staff Member was employed on a first fixed-term contract; or
- (b) the Staff Member was replacing another Staff Member on leave or Secondment from the workplace; or
- (c) the Staff Member was on a pre-retirement contract; or
- (d) the position was a HEW Level 9 or above position.

3.7.20 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.

3.7.21 Where a Staff Member is entitled to a severance payment in accordance with subclause 3.7.19 above, the following payments will apply:

<b>Staff Member's period of continuous service with the employer on termination</b>	<b>Severance pay</b>
At least 1 year but less than 2 years	4 weeks
At least 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

- 3.7.22 Where a fixed-term Staff Member with between five and 10 years of Continuous Service is entitled to a severance payment, they will be entitled to a payment in lieu of long service leave calculated at the pro-rata rate of two months for 10 years of Continuous Service.
- 3.7.23 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 subclause 3.7.21, but will not constitute breaks in Continuous Service.
- 3.7.24 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**

- 3.7.25 A Staff Member on a fixed-term contract may apply to convert their employment to continuing employment in the position they currently hold provided that:
- (a) the current contract is the second or subsequent consecutive fixed-term appointment for the Staff Member; or
  - (b) the period of fixed-term employment has exceeded a continuous period of three years;
- and the following two requirements are met:
- (c) the Staff Member was originally appointed following a competitive merit-based selection process; and
  - (d) the Staff Member is demonstrating satisfactory performance in the position.
- 3.7.26 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.
- 3.7.27 The provisions of subclause 3.7.25 do not apply to fixed-term contracts for Professional Staff positions above HEW Level 9, Step 2.
- 3.7.28 The University will not unreasonably refuse an application for conversion and will respond to an application within four weeks of receipt. Reasonable grounds for refusal include but are not limited to the following:
- (a) the Staff member is a student, other than where their status as a student is irrelevant to their engagement and the work required;
  - (b) the Staff member is a genuine retiree. For the purposes of this subclause, 'genuine retiree' means a person who is in receipt of any form of Australian retirement income;
  - (c) the Staff member is on a pre-retirement contract;
  - (d) the Staff member is performing work which will cease to be required within 26 weeks from the date of application;
  - (e) the fixed-term contract is for research or is funded by an external funding source which is not ongoing;
  - (f) the fixed-term contract is for the purpose of filling a temporary vacancy or to meet a curriculum requirement in vocational or professional education for recent practical or commercial experience.
- 3.7.29 If an application is declined, the University will provide written reasons for declining it.

### **Casual Employment**

- 3.7.30 A Staff Member employed on a casual basis will be paid the applicable casual hourly salary rate provided for in Schedule 2 of this Agreement. The hourly rate includes a loading of 25 per cent that is paid in compensation for the casual nature of the appointment and for all forms of leave (excluding long service leave), redundancy and any other relevant entitlements.
- 3.7.31 Notwithstanding the provisions of subclauses 3.7.32–3.7.38 a casual Staff Member will not have any expectation of continuing employment.

### **Casual Employment – Conversion Arrangements**

- 3.7.32 A casual Staff Member may apply for conversion to continuing or fixed-term employment, as appropriate, if the Staff Member has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same work unit and either:
- (a) the employment was during the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50 per cent of the ordinary weekly hours of a full-time Staff Member; or
  - (b) worked on a regular and systematic basis in the same work unit over the immediately preceding 24 months.
- 3.7.33 For the purposes of this subclause casual work performed by the Staff Member in another classification, job or work unit will not:
- (a) affect the Staff Member's eligibility for conversion; nor
  - (b) be included in determining whether the Staff Member meets eligibility requirements.
- 3.7.34 On appointment the University will advise a casual Staff member that, after serving qualifying periods in subclause 3.7.32, they may have a right to apply for conversion. Reasonable steps will be taken from time to time to inform casual Staff Members of this conversion provision.
- 3.7.35 The University will not unreasonably refuse an application for conversion. Reasonable grounds for refusal include but are not limited to the following:
- (a) the Staff Member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
  - (b) the Staff Member is a genuine retiree;
  - (c) the Staff Member is performing work which will either cease to be required or will be performed by a non-casual Staff Member, within 26 weeks from the date on which the application of conversion is made;
  - (d) the Staff Member has a primary occupation with the University or elsewhere, either as a Staff Member or as a self-employed person;
  - (e) the Staff Member does not meet the essential requirements of the position;
  - (f) the work subject to the application for conversion is ad hoc, intermittent, unpredictable or involves hours that are irregular; or
  - (g) the Staff Member has not been subject to a competitive selection process.
- 3.7.36 While the University will consider applications for conversion from casual to fixed-term or continuing employment, approval will be at the discretion of the University. If the application is rejected, the University will provide written reasons for rejecting it.

- 3.7.37 Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the Staff Member work which is as regular and continuous as is reasonably practicable, will be consistent with the Staff Member's casual engagement.
- 3.7.38 A Staff Member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

- (a) that rejection is solely based upon the ground set out in subclause 3.7.35(c) above; and
- (b) that ground ceased to apply.

#### **Conversion to Part-Time Employment for a Fixed Period**

- 3.7.39 A Staff Member may apply to temporarily convert from full-time to part-time employment. Written applications, at least three 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 three years;
  - (c) the reason for the application; and
  - (d) a recommendation from the Supervisor.
- 3.7.40 At the conclusion of the period of part-time employment, the Staff Member will resume their substantive full-time appointment.
- 3.7.41 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.

#### **Continuing (Contingent Funded) Employment**

- 3.7.42 A Staff Member appointed to a fixed-term research-only or project-based position (or positions) funded by Contingent Funding for a period of continuous service of five years or more, who is to be appointed to a further consecutive contract of at least one year, may be offered employment on a Continuing (Contingent Funded) basis in accordance with this provision. A Staff Member's fixed-term service prior to the commencement of this Agreement will count as service for the purposes of this subclause.
- 3.7.43 The University will have a period of three months from the commencement of this Agreement to give effect to these changes.
- 3.7.44 Notwithstanding the above, Staff appointed to a fixed-term research-only or project-based position may be appointed, at the discretion of the relevant Head, Director (or equivalent), to Continuing (Contingent Funded) employment using internal recurrent funding, where:
- (a) the use of internal recurrent funding is for a limited period; and
  - (b) the organisational unit has a reasonable expectation that alternative contingent funding or a standard appointment will become available; and
  - (c) the alternative would be the termination of the Staff Member's employment with the University.
- 3.7.45 Staff employed as Continuing (Contingent Funded) may apply for internally advertised positions.



- 3.7.46 The following provisions of this Agreement do not apply to Staff employed as Continuing (Contingent Funded):
- (a) clause 4.15 (Complaint Procedures) to the extent that the complaint relates to any decision to offer, not offer, continue or terminate Continuing (Contingent Funded) employment;
  - (b) clause 4.13 (Managing Change in the Workplace) in respect to the contingent position that the Staff Member occupies; and
  - (c) clause 6.2 (Redundancy, Redeployment and Retrenchment).
- 3.7.47 The University will not terminate the employment of a Staff Member on Continuing (Contingent Funded) employment unless:
- (a) the duties being performed are no longer required; or
  - (b) the inherent nature of the work required has changed significantly and the skills and experience of the Staff Member will not enable them to fulfil the requirements of the position; or
  - (c) termination is under the probation or disciplinary provisions of this Agreement.
- 3.7.48 Where the duties performed by a Continuing (Contingent Funded) Staff Member are no longer required to be performed the University:
- (a) may transfer the Staff Member to another equivalent position, or at the request of the Staff Member, consult with the Staff Member in relation to other positions; or
  - (b) will provide the Staff Member with a minimum of four weeks notice of termination, or five weeks if the Staff Member is over 45 years of age or payment in lieu of notice if a transfer opportunity does not exist; or
  - (c) may also offer a further six months employment to give the Staff Member an opportunity to draft further grant applications and await results while continuing to undertake other suitable work for the University.
- 3.7.49 If, during the notice period, the contingent funding for the position is renewed, the University will make an offer of further employment.
- 3.7.50 If an application for renewal of the Contingent Funding for the position is still pending, the period of employment may, at the discretion of the University, continue for any period of paid leave the Staff Member is entitled to and thereafter to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and any outstanding leave may be delayed for up to nine weeks to facilitate continuation of service.
- 3.7.51 If employment is to cease the following payments will apply:

<b>Period of Continuous Service</b>	<b>Severance pay</b>
More than 1 year but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more but less than 4 years	7 weeks
4 years or more but less than 5 years	8 weeks
5 years or more but less than 6 years	10 weeks
6 years or more but less than 7 years	11 weeks
7 years or more but less than 8 years	13 weeks

<b>Period of Continuous Service</b>	<b>Severance pay</b>
8 years or more but less than 9 years	14 weeks
9 years or more but less than 12 years	16 weeks
12 years or more but less than 15 years	20 weeks
15 years or more but less than 20 years	24 weeks
20 years or more	30 weeks

3.7.52 Severance payments will not be made where the Staff Member:

- (a) declines the offer of further employment or a reasonable offer of redeployment where funding for the position ceases; or
- (b) resigns; or
- (c) secures the same or similar employment with another employer associated with the contingent funding of the position.

3.7.53 Continuing (Contingent Funded) positions established in accordance with this clause will be classified in accordance with the Position Classification Descriptors.

## **4. Working at Macquarie University**

### **4.1 Leave**

The following subclauses 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 subclauses of this Agreement, in line with their appointment. Except where otherwise specified, a casual Staff Member receives a loading in lieu of paid leave entitlements.

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**

##### **4.1.1 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
7 day continuous shift workers	175 hours (5 weeks) of annual leave per calendar year of continuous service
Casual Staff	No entitlement; loading included in hourly rate in lieu of (among other things) annual leave

##### **4.1.2 Taking annual leave**

- (a) The timing of annual leave will be discussed in advance between the Staff Member and the Supervisor. Annual leave will normally be requested and approved in advance. A Supervisor may approve a retrospective application for annual leave.

- (b) Staff Members are expected 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. Supervisors will organise workloads to ensure that each Staff Member has the opportunity to take annual leave in an unbroken period at a mutually convenient time.
- (c) Notwithstanding subclause 4.1.2(b) a Staff Member may apply to the Supervisor to defer taking leave to enable accrual to a maximum of 10 weeks. In making an application to defer leave the Staff Member will identify dates by which the leave will be taken. The University will not unreasonably refuse such an application.

#### 4.1.3 Excess accumulated leave

- (a) In the absence of an agreement under subclause 4.1.2(c), the University may, with three months written notice, direct a Staff Member to take annual leave if they have an accumulation of seven weeks or more annual leave.
- (b) A direction or directions made under subclause 4.1.3(a) will not require a Staff Member to reduce their leave balance below 140 hours /four weeks annual leave. The Staff Member may consent to taking leave that reduces their leave balance below 140 hours.
- (c) Where the Staff Member is directed to take annual leave under subclause 4.1.3(a) 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.

#### 4.1.4 Cashing out annual leave

The University may, at its absolute discretion, agree to a request by a Staff Member to cash-out an amount of annual leave. Any such arrangement will only be agreed to once in the life of this Agreement and must meet the following conditions:

- (i) paid annual leave must not be cashed out if the cashing out would result in the Staff Member's remaining accrued entitlement to paid annual leave being less than 140 hours/four weeks;
- (ii) annual leave may only be cashed out if the Staff Member agrees to take a minimum of 70 hours/two weeks of annual leave within six months of the date from which the arrangement is approved by the University;
- (iii) cashing out of a particular amount of paid annual leave and the Staff Members commitment to take the minimum 70 hours/two weeks annual leave must be by agreement in writing between the University and the Staff Member; and
- (iv) the Staff Member must be paid at least the full amount that would have been payable to them had they taken the leave that has been foregone.

#### 4.1.5 Re-crediting Annual Leave

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

#### 4.1.6 Payment in lieu on termination

Payment of annual leave 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 pay.

#### 4.1.7 Continuity of Service

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 for full-time Staff Members (pro rata for part-time Staff Members), 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.

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.

#### 4.1.8 Annual Leave Loading

An annual leave loading payment will be made to Staff Members on the first payday in December each year. The payment will be the lesser of 17.5 per cent of four weeks of the Staff Member's base salary or 17.5 per cent of four weeks of the salary for HEW Level 10, Step 4 in Schedule 1 of this Agreement.

#### **Purchased Leave**

4.1.9 All continuing Staff Members and Staff Members on a fixed-term appointment greater than 12 months may purchase either five days (35 hours) or 10 days (70 hours) additional leave in a 12-month period.

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

4.1.11 Purchased leave will count as continuous service for all purposes.

4.1.12 Purchased leave will be funded by a reduction in the Staff Member's ordinary rate of pay.

4.1.13 Purchased leave is subject to the following provisions:

- (a) purchased leave cannot be accrued and will be refunded where it has not been taken in the specified 12-month period;
- (b) other paid leave taken during the specified 12-month purchased leave period (ie personal leave, annual leave, long service leave, etc.) will be paid at the purchased leave rate of pay;
- (c) personal leave cannot be taken during a period of purchased leave;
- (d) Purchased Leave Rate of Pay will be the salary applicable for all purposes including superannuation and shift loadings;
- (e) Higher Duties Allowance will not be paid during a period of purchased leave;
- (f) at the conclusion of the specified 12-month period the Staff Member will revert to their Base Salary.

#### **Personal Leave**

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

#### 4.1.15 Eligibility and entitlement

Full-time Staff	Staff Members 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. 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).
Part-time Staff	Proportionate to the full-time entitlement
Casual Staff	No entitlement to paid personal leave

#### 4.1.16 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 Members 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. A maximum of five days personal leave per occasion may be accessed by the Staff Member. 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 one day personal leave to move household property to a new residence. If the Staff Member can demonstrate a genuine need, leave in excess of the one 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:
    - (i) providing up to two days of paid personal leave each year;
    - (ii) 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 Members will be required to discuss with their Supervisor their intentions for accessing volunteer leave.

- 4.1.17 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 from the other form of Personal Leave.
- 4.1.18 Personal leave must be applied for in accordance with the relevant policies in place from time to time.
- 4.1.19 Staff may access alternative employment arrangements provided for in this Agreement to assist with the management of longer-term family responsibilities.

#### **Domestic Violence**

- 4.1.20 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.
- 4.1.21 A Staff Member who is affected by Domestic Violence, as defined in subclause 4.1.20, may access personal leave for the following reasons:
  - (a) attending medical or professional counselling appointments;
  - (b) organising alternative accommodation, care and/or education arrangements;
  - (c) attending court hearings and/or police appointments;
  - (d) accessing legal advice.
- 4.1.22 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.
- 4.1.23 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.

- 4.1.24 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.
- 4.1.25 The University will, within six months of the commencement of this Agreement, in conjunction with the Macquarie University Consultative Committee, develop guidelines in relation to the University framework for responding to and supporting Staff Members experiencing Domestic Violence.
- 4.1.26 The University understands that Staff may also experience violence outside of a domestic setting and will consider any request to access the support measures in place relating to Domestic Violence in other genuine circumstances and at the University's absolute discretion.

**Special Leave**

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

**Religious, Cultural and Ceremonial Leave**

- 4.1.29 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 subclause for observance of holy days or attendance at essential religious, cultural or ceremonial duties associated with the Staff Member's faith or culture.
- 4.1.30 Staff will provide appropriate documentation to their Supervisor.
- 4.1.31 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**

- 4.1.32 Long service leave is an entitlement that recognises a Staff Member's length of continuous service to the University.
- 4.1.33 A Staff Member may accrue long service leave to a maximum of 4.5 months before they may be required to take a minimum six weeks long service leave with 12 months written notice. Long service leave is to be taken as a minimum period of five working days. The University may, at its discretion, approve Long Service Leave for periods of less than five working days.
- 4.1.34 Where a Staff Member has completed at least five 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 two months for 10 years Continuous Service.

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	Three months paid leave
	Continuous Service between 10 and 15 years	9 calendar days paid leave per year of Continuous Service
	On completion of 15 years full-time Continuous Service	4.5 months paid leave
	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	

4.1.37 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 Members employed by the University:
- (i) on or after 1 January 1974 from those Australian universities that grant transferability of long service leave to Staff Members from the University (except for service prior to 1 January 1974);
  - (ii) up until 30 April 1977 from those New South Wales universities for whom all continuous paid service with bodies recognised by those universities will also be counted;
  - (iii) on or after 1 June 1988 from Colleges of Advanced Education; and
  - (iv) from the Australian Vice-Chancellors Committee or Universities Australia.
- (b) Eligibility for recognition of previous service is subject to the following conditions:
- (i) there must be continuity of employment between all such positions held, except that a break in service of up to three months will be accepted;
  - (ii) prior service at an overseas university will not be accepted;
  - (iii) where long service leave has been taken or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, the Staff Member will not accrue any entitlement to leave for that period of service with the releasing university;
  - (iv) where long service leave has been taken or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, such a period will be included as qualifying service for determining when the Staff Member is eligible to take long service leave at the University; and
  - (v) the Staff Member will be required to serve a minimum of three years with the University before being permitted to take accrued long service leave



or to be paid in lieu on termination of employment except that in eligible cases, payment in lieu of accrued leave will be made when a Staff Member retires or dies.

4.1.38 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.

4.1.39 Payment in lieu on termination

Payment in lieu of Long Service Leave 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 Member's base rate of salary.

4.1.40 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**

4.1.41 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.

4.1.42 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.

4.1.43 Eligibility and entitlement

Paid parental leave – primary carer	14 weeks paid leave upon commencement (to be calculated in accordance with subclause 4.1.44) Additional 12 weeks paid leave with more than 1 year Continuous Service (to be calculated in accordance with subclause 4.1.44)
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

4.1.44 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 4.1.46(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.

#### 4.1.45 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.

#### 4.1.46 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.

#### 4.1.47 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.

#### 4.1.48 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.

#### 4.1.49 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.

#### 4.1.50 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.

4.1.51 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.

4.1.52 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.

4.1.53 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 4.1.43:

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

4.1.54 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 4.7 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.

4.1.55 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.

4.1.56 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**

4.1.57 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

4.1.58 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**

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

4.1.60 This leave applies only to activities that are:

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

4.1.61 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.

4.1.62 Community leave may be taken for:

(a) **Living Organ Donation**

- (i) For the duration of the Australian Government’s Living Organ Donors Scheme, the provisions of this subclause 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 six weeks; and
  - (b) make payments equivalent to the difference between any payments received from the Australian Government (under the Australian Government’s Living Organ Donor Scheme) and the Staff Member’s Base Salary, for a period of up to six 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:
  - required as a Crown Witness. Fees received, other than out-of-pocket expenses, will be paid to the University.
  - 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 disasters, 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 Members serving on a part-time basis in the Australian Reserve Forces are entitled to paid leave to attend Defence Forces training, in accordance with Australian 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)	Up to 16 calendar days paid leave for annual training Up to 16 calendar days paid leave for attendance at a school, class or course of instruction Further period of up to 4 days may be granted on request from the Commanding Officer of the Reserve
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**Public holidays and University Concessional Days**

- 4.1.63 All staff (excluding Casuals) will be paid leave for all declared public holidays in New South Wales (excluding local declared public holidays). Staff will receive three days paid leave between 26 December and 1 January.

- 4.1.64 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 in accordance with clause 4.2 Hours of Work.

**Leave without Pay**

- 4.1.65 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.

**Study and graduation leave**

- 4.1.66 Study Leave

- (a) A Staff Member's eligibility for study time is based on the relevance of the course of study to their current or potential employment with the University.
- (b) Study time will not generally be granted for repeat subjects.
- (c) Study time can only be used during teaching periods in the relevant course.
- (d) The Staff Member will meet costs associated with the course of study.
- (e) Eligibility and entitlement

All Professional Staff (excluding casuals)	1/2 hour paid leave for every hour of compulsory attendance to a maximum of 4 hours per week 15 days paid leave per annum for attendance at residential schools when undertaking an approved distance education course An additional 10 days paid leave where a course involves a thesis or major project as well as course work 10 days paid leave for qualifying studies entirely by thesis
	For masters degree studies by research and thesis the total grant of paid leave is: (a) 25 days for courses of 2 years minimum duration (b) 35 days for courses of 3 years minimum duration
	For doctoral studies the total grant is 45 days.
Part-time Staff	Proportionate to the full-time entitlement

- 4.1.67 Examination Leave

A Staff Member is entitled to up to 10 days paid leave in any one academic year granted on the basis of two days paid leave for each subject in which they have a formal examination. Entitlements for part-time Staff will be on a pro-rata basis.

- 4.1.68 Graduation Ceremony Leave

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

- 4.1.69 Eligibility and entitlement

All continuing and eligible fixed-term Staff	1/2 days paid leave for graduations held within the Sydney metropolitan area 1 days paid leave for graduations held outside the Sydney area
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## **English Language Training**

- 4.1.70 English language training will be aimed at Staff who are unable to meet standards of communication to advance career prospects, or who constitute a health and safety risk to themselves and/or fellow Staff.
- 4.1.71 Training will be for a minimum of 100 hours and subject to an appropriate needs assessment.

## **4.2 Hours of Work and Associated Conditions**

- 4.2.1 The ordinary hours of duty for full-time Staff Members are 70 per fortnight (exclusive of meal breaks and inclusive of Saturday and Sunday). Ordinary hours for part-time Staff Members will be their contracted hours per fortnight (inclusive of weekends). The maximum ordinary hours of work are eight hours per day. However, up to 10 hours may be worked by mutual agreement between the Staff Member and their Supervisor. A Staff Member will be entitled to four non-working days in each fortnightly cycle. Staff Members' workloads must be equitable, transparent and realistic within the 70-hour fortnight.
- 4.2.2 Full-time and part-time Staff Members and the University may agree to a pattern of variable working hours over less than 10 days in a fortnight (including weekends) without a reduction in their total fortnightly hours of work. Staff who work variable working hours will do so in accordance with the University's Variable Working Hours Scheme. A Staff Member who does not wish to participate in the scheme will not be disadvantaged in their employment.
- 4.2.3 Casual Staff Members will be engaged on an hourly basis, with the minimum period of engagement (and/or payment) being three consecutive hours on any day or for Macquarie University students three hours in any week during term.
- 4.2.4 The maximum number of ordinary hours of work for a casual Professional Staff Member is seven hours in any day. However, up to 10 hours may be worked by mutual agreement between the Staff Member and their Supervisor.

### **Overtime**

- 4.2.5 The University may require a full-time Staff Member to work reasonable additional hours (overtime) in excess of their ordinary hours of work each fortnight. Hours in excess of ordinary hours on any day or over the fortnight will be paid at overtime rates.
- 4.2.6 Staff Members will not be required to work excessive overtime and overtime will not be performed over extended periods of time. Supervisors will monitor the amount of overtime worked by Staff Members in their work unit and take action to reduce overtime by:
  - (a) distributing the overtime required to be performed among all Staff Members within the work unit. This would be applicable in circumstances where there is a short-term increase in workloads that does not require additional staffing; and/or
  - (b) reviewing the operational needs of the work unit to assess whether additional staffing is required to perform the work. Casual and contract staff may be considered to assist with the increased work.
- 4.2.7 When possible, a full-time Staff Member will be given at least 48 hours notice of the necessity for overtime to be worked. A Staff Member will not be required to work overtime where they satisfy the Supervisor that there is good and sufficient reasons (including family responsibilities or prior commitments) why they are unable to work overtime on the specified day.



- 4.2.8 A full-time Staff Member whose salary does not exceed the maximum rate of salary for HEW Level 8 will be paid overtime as follows:
- (a) all overtime worked between Monday and 12 noon Saturday will be paid at the rate of one and half times the ordinary rate of pay for the first two hours and double the ordinary rate thereafter;
  - (b) overtime worked on Saturday after 12 noon will be paid at the rate of double the ordinary rate of pay;
  - (c) overtime worked between midnight Saturday and midnight Sunday will be paid at double the ordinary rate of pay with a minimum payment of four hours. Where overtime is performed for essential work of feeding and watering animals etc., the minimum payment will be three hours. Minimum payments do not apply where overtime worked on Sunday follows ordinary hours worked on a Sunday; and
  - (d) overtime worked on a public holiday will be paid at the rate of two and half times the ordinary rate of pay with a minimum payment of four hours. Where overtime is performed for essential work of feeding and watering animals etc., the minimum payment will be three hours.
- 4.2.9 Each day's overtime will stand alone and will be calculated to the nearest quarter hour.
- 4.2.10 Where the Staff Member has requested, and the University agreed, to time off in lieu of overtime payment, it will be taken at a time that is mutually convenient to the work unit and the Staff Member, provided that the time is taken within a period of six months from when the overtime was performed. Time in lieu of overtime will be calculated at the appropriate overtime rate. Payment will be made for the overtime worked if a mutually convenient time cannot be agreed.
- 4.2.11 A part-time Staff Member who works ordinary hours in excess of contract hours will be paid at the rate of one and one-fifth times the ordinary rate of pay between Monday and Friday and one and a half times the ordinary rate of pay on Saturday, up until the number of ordinary hours for a full-time Staff Member have been worked. For a part-time Staff Member whose salary does not exceed the maximum rate for HEW Level 8 normal overtime rates as specified in subclause 4.2.8(a)–(d) will apply for hours worked in excess of 70 per fortnight.

**Break after overtime**

- 4.2.12 When overtime is necessary, a Staff Member must have at least 10 consecutive hours off duty between work on successive days, if reasonably practicable.
- 4.2.13 If a Staff Member works overtime and does not have 10 consecutive hours off between the end of ordinary duty and the start of ordinary duty on the next day, the Staff Member:
- (a) must be paid at the overtime rate until they are released from duty; and
  - (b) where they are released from duty during ordinary working hours, they must be paid for ordinary working time for the rest of the day.
- 4.2.14 This provision applies to a shift worker as if eight hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters or where a shift worker does not report for duty and a day worker replaces them.

**Work-Related Travel**

- 4.2.15 Staff who travel on University business will be entitled to payment or reimbursement for expenses in accordance with Schedule 3.

**Meal Breaks**

- 4.2.16 A Staff Member will not be required to work more than five hours without a meal break. Meal breaks will be not less than 30 minutes and no more than one hour (unless authorised by the University). Staff will be clearly informed of meal break times.
- 4.2.17 A meal break will not be counted as part of ordinary hours of work except where the Staff Member is required to work any portion of their meal break by the University to meet short-term operational needs.
- 4.2.18 Where two or more hours of overtime is to be worked after normal finishing time Monday to Friday, a meal break of at least 30 minutes will be taken as soon as possible after normal finishing time. Where such overtime is worked on a Saturday, Sunday or public holiday, a meal break of between 40 minutes and one hour will be taken. Overtime rates are not payable for meal breaks.
- 4.2.19 Staff who satisfy the requirements of subclause 4.2.18 will be paid a meal allowance in accordance with Schedule 3 of this Agreement.
- 4.2.20 Subclauses 4.2.16–4.2.19 will not apply to shift workers where, by agreement between the University and the Staff Member, no meal break is taken but a paid crib break is allowed.

**Tea Breaks**

- 4.2.21 Breaks from work up to a total of 20 minutes can be taken each day (including at the end of a meal break) at a time or times mutually agreed by the Staff Member and their Supervisor, and with no interference to the smooth functioning of the work unit. Such breaks will not be traded for time in lieu and are forfeited if not taken on a daily basis.

**Washing Time**

- 4.2.22 Where dirty work conditions require, a Staff Member can take up to a total of 10 minutes per day for the purpose of washing at a meal time and at the end of the working day.

**4.3 Penalty Rates**

- 4.3.1 The following penalties are paid to Staff Members in addition to the ordinary rate of pay where rostered ordinary hours of duty correspond with the periods set out below:

<b>Shift Work</b>	<b>Allowance</b>
Early Morning Shift Monday–Friday Commencing at or after 4.00am and before 6.00am	10% of ordinary rate for time worked
Day Shift Monday–Friday Commencing at or after 6.00am and before 10.00am	No allowance
Afternoon Shift Monday–Friday Commencing at or after 10.00am and before 1.00pm and concluding at or after 6.00pm	10% of ordinary rate for time worked
Evening Shift Monday–Friday Commencing at or after 1.00pm and before 4.00pm and concluding after 6.00pm	12.5% of ordinary rate for time worked

<b>Shift Work</b>	<b>Allowance</b>
Night Shift Monday–Friday At or after 4.00pm and before 4.00am	15% of ordinary rate for time worked
Permanent Night Shift (defined below)	30% of ordinary rate for time worked
Saturday At or after midnight Friday and before midnight Saturday	50% of ordinary rate for time worked
Sunday At or after midnight Saturday and before midnight Sunday	75% of ordinary rate for time worked
Public holidays	150% of ordinary rate for time worked

- 4.3.2 Permanent Night Shift is a shift which does not rotate or alternate with other shifts so as to give the Staff Member at least one-third of their working time off night shifts in each roster period.
- 4.3.3 If a Staff Member seeks but is not required to work ordinary duty at times which commence at or after the times set out for shifts or to work ordinary duty on Saturday, Sunday or a public holiday, shift or other penalties will not apply.
- 4.3.4 Casual-Specific Provisions
- (a) Casual Staff Members are entitled to payment at overtime rates for work in excess of seven or, by mutual agreement, 10 hours on any day or 35 hours in a week.
  - (b) A Casual Staff Member who, at the request of the University, works on Saturday, Sunday and/or a public holiday will be paid the applicable shift penalty. Payment will be calculated by applying the relevant shift penalty to the Staff Member's casual hourly rate of pay.
  - (c) All other conditions will be as specified in the Hours of Work and Associated Conditions clause.

#### **4.4 Call Back Arrangements and Emergency Contacts**

- 4.4.1 To ensure effective operation of the University, particularly where providing critical services, certain Staff Members may be required to remain available to perform duties outside their normal working hours. The following provisions cover the two levels of 'readiness' where Staff may be required to respond to requests to perform additional duties outside of their ordinary hours of work.

##### **Ready A**

- 4.4.2 Staff on Ready A are on 'out of hours restriction' during which they are required to be contactable and available to perform any additional duties required of them that are consistent with their job description. Staff on Ready A will be advised in advance of the period they are on call. The following allowances are paid for each hour the Staff Member is required to be contactable regardless of whether recalled to perform extra duties during this period or not. Higher duties allowance and/or other salary allowances will be included for the calculation of the Ready A allowance.

<b>Day</b>	<b>Allowance</b>
Monday–Friday	7.5% of the hourly rate of pay
Saturday	10% of the hourly rate of pay
Sunday	12.5% of the hourly rate of pay
Public holidays	15% of the hourly rate of pay

4.4.3 Where the Staff Member is recalled to their workplace during the ‘restriction’ period they must do so within one hour of being called. Payment will be at the appropriate overtime rate with a minimum of four hours being paid. Payment for duty exceeding four hours is made at relevant overtime rates where actual duty has either exceeded four hours or has accumulated to exceed four hours. This provision does not extend to call back for duty prior to normal starting times and merging into normal working hours. The allowance in subclause 4.4.2 is suspended when overtime is paid.

4.4.4 Where the Staff Member is required to perform additional duties but is not recalled to their workplace, payment will be at overtime rates with a minimum of one hour being paid. Payment for duty exceeding one hour is made at relevant overtime rates where actual duty has either exceeded one hour or accumulated to exceed one hour. The allowance in subclause 4.4.2 is not paid while receiving overtime rates.

#### **Ready B – Emergency Contact Staff**

4.4.5 ‘Ready B’ Staff will be on a list of Staff who may be contacted in an emergency but they are not obliged to be contactable out of hours or respond to a request to perform additional duties out of hours. No allowance is payable to these Staff Members.

4.4.6 Should these Staff perform extra duties, they will receive payment in accordance with subclauses 4.4.3 and 4.4.4.

4.4.7 Additional Requirements

- (a) All fares actually and necessarily incurred for each time the Staff Member returns to the University when called in will be reimbursed. A Staff Member authorised to use a private vehicle on University business will be paid the appropriate motor vehicle kilometre allowance for forward and return journeys.
- (b) The University will provide equipment used to contact Staff out of hours. The cost of returned calls will be reimbursed.
- (c) Equipment, such as computers and modems, used to perform out-of-hours work from home will either be provided by or subsidised at an appropriate rate by the University.

#### **4.5 Work Rosters**

4.5.1 Where a Staff Member is required to work according to a roster, the following arrangements will apply:

- (a) work rosters will be posted in a readily accessible place;
- (b) all rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each Staff Member;
- (c) changes or variations to regular rosters will be notified to the relevant Staff Members at least seven days prior to becoming operative. The University will:
  - (i) provide all relevant information to the Staff Member about the change at least seven days prior to the proposed operative date of the change, including the nature of the change, information about what the University

reasonably believes will be the effects of the change on the Staff Members, and information about any other matters that the University reasonably believes are likely to affect the Staff Members;

- (ii) 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
  - (iii) give prompt and genuine consideration to matters raised about the change by relevant Staff Members.
- (d) where a Staff Member is absent from duty because of illness, or there is an emergency, a shift roster may be changed with reasonable notice to enable the functions of the University to continue. However, if such an alteration involves a Staff Member working on a day that would have been their day off, such time worked on that day will be paid for at overtime rates or a mutually agreed suitable alternative day off will be taken;
  - (e) places in shift rosters may be interchanged by agreement between the Staff Members and the University, provided that the University incurs no additional shift or overtime penalties as a consequence of the interchange;
  - (f) Staff will be reimbursed for costs in excess of normal travel costs where the University does not provide notice in accordance with (c) above; and
  - (g) Staff rostered for shift work will not work split shifts.

## **4.6 Managing Staff Workload**

- 4.6.1 The University does not encourage or condone a workplace culture that requires Staff to work hours that are regularly in excess of their ordinary hours of work. Supervisors will ensure workloads for Staff are realistic and reasonable, distributed as equitably as possible and the process used in allocation is open and accountable.
- 4.6.2 A Staff Member's workload will comprise activities consistent with their position description and will take into consideration the Staff Member's level of appointment and ordinary hours of work.
- 4.6.3 Should a Staff Member or group of Staff have a concern about their workload, the matter should initially be raised with their immediate Supervisor. The Supervisor will examine the concerns raised and attempt to resolve the matter. Indicators of an unreasonable workload may include:
  - (a) an ongoing requirement to work excessive hours;
  - (b) unsustainable work patterns;
  - (c) inequitable distribution of tasks within a team or work unit;
  - (d) inability to take annual leave;
  - (e) excessive work volume;
  - (f) high levels of Staff turnover;
  - (g) decline in Staff Members motivation or performance.
- 4.6.4 If after 10 days the matter remains unresolved to the satisfaction of the Staff Member(s) or their Supervisor, either may make a written request to the Head for a workload assessment.
- 4.6.5 Upon receipt of a written request the Head will undertake a workload assessment in consultation with the relevant Supervisor and Staff Member(s). In carrying out a workload assessment the Head may also seek the assistance of the Director, Human Resources or nominee.

- 4.6.6 The workload assessment will consider what data and evidence is required to establish the actual workload situation, including:
- (a) actual hours worked, whether authorised or not;
  - (b) changes in staffing levels over time;
  - (c) changes in volume of work generally, and in any measurable transactions or relevant student/staff ratios;
  - (d) changes to the nature and requirements of work;
  - (e) the impact of deadlines and the cyclical arrangement of work;
  - (f) significant time in lieu accruals, use of personal leave, and other forms of leave;
  - (g) Staff Member(s) experiences and/or concerns.
- 4.6.7 The Head will prepare and finalise a report within four weeks of receiving a written request for a workload assessment. The report will:
- (a) address the specific concerns raised by the Supervisor or Staff Member(s);
  - (b) contain findings in respect of the relevant factual information referred to in subclause 4.6.6(a)–(g);
  - (c) make appropriate recommendations; and
  - (d) be provided to the relevant Supervisor and Staff Member(s).
- 4.6.8 Where, following a workload assessment, it is established that the Staff Member(s) is/are undertaking an unreasonable workload the University will take appropriate steps to address the Staff Member(s) workload.
- 4.6.9 If the matter remains unresolved following finalisation of the report by the Head, the Staff Member(s) may refer the matter to the Disputes Settling Procedures of this Agreement.
- 4.6.10 In addition to the above processes, the Macquarie University Consultative Committee (MUCC) will review workloads of Professional Staff groups or work areas across the University from time to time. This will generally be done on an informal basis but may involve initiatives such as workplace surveys and focus groups. If the MUCC identifies workload issues in particular work areas or certain structural factors, which are adversely impacting on workloads, the MUCC will discuss and recommend strategies to remedy the situation.

## **4.7 Flexible Work**

- 4.7.1 Staff Members 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.
- 4.7.2 Staff Members, who wish to access flexible work arrangements on any of the grounds outlined in subclause 4.7.1 above, will make written application to their Supervisor, setting out the nature of flexibility required, the grounds upon which the claim is made 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 or finish times.

- 4.7.3 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.
- 4.7.4 In addition to any other rights in this Agreement, if an application for flexible work arrangement is refused the Staff Member may make further application where circumstances have changed, or 12 months from the date of the initial application.

#### **4.8 Higher Duties Allowance**

- 4.8.1 Where the University requires a Staff Member to perform some or all of the duties of a position classified at a higher level 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 their substantive salary as well as an allowance equal to the difference between the Staff Member's substantive salary and the minimum salary for the level of the higher classified position.
- 4.8.2 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.
- 4.8.3 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 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.
- 4.8.4 A Higher Duties Allowance is not payable where the Staff Member is the designated relieving officer or is recognised in the relevant position description as the deputy of a more senior Staff Member.
- 4.8.5 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 classified position and the allowance will become superannuable.
- 4.8.6 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.
- 4.8.7 Opportunities to act in higher positions should be seen as professional development for Staff Members and be offered to eligible Staff on an equitable basis.

#### **4.9 Position Classification**

- 4.9.1 The University will classify Professional Staff positions up to and including Level 9 in accordance with Schedule 4 of this Agreement.
- 4.9.2 Professional Staff positions within the Level 10 bands will be classified using a recognised external job evaluation method.
- 4.9.3 The University may refer a position description for review of its classification level in accordance with the descriptors, as found at Schedule 4 of this Agreement. Position descriptions will usually be developed by the Supervisor in consultation with the

- incumbent (where there is an incumbent). Staff in the work area, whose work directly interacts with the position being reviewed, will be notified of proposed changes.
- 4.9.4 Where they believe the level of the position they occupy may have changed, a Staff Member can have the position description reviewed by Human Resources in order to establish the classification level of the position. The request will set out the reasons why the Staff Member believes the position should be reclassified.
- 4.9.5 A position will not ordinarily be considered for reclassification within 12 months of its last review, unless a significant workplace change has taken place or the incumbent has vacated the position.
- 4.9.6 The position classification review will be:
- (a) of the position not the incumbent;
  - (b) applied consistently for all positions covered by HEW Levels 1 to 9;
  - (c) carried out in a timely manner without undue delay;
  - (d) based on an assessment of the position description documentation against the classification standards as set out in Schedule 4;
  - (e) undertaken irrespective of funding; and
  - (f) transparent, with the outcomes documented.
- 4.9.7 A position description is used as the basis for determining the appropriate classification level of a position against the classification standards. A position description will include information on the following:
- (a) the purpose of the position and its overall context within the workplace;
  - (b) the degree of task complexity;
  - (c) the scope for decision making;
  - (d) the level of knowledge, experience and skill required;
  - (e) the challenges and problem solving within the position; and
  - (f) the relationship of the position to other positions within the work unit.
- 4.9.8 If, during the evaluation process, it is identified that the position documentation supplied is not sufficient to accurately classify the position more information may be obtained in written format, by visiting the workplace or by interviewing Staff Members and/or management of the work area.
- 4.9.9 The effective date of a new classification level and remuneration for a position that has been upgraded as a result of a classification review will be the date on which the Position Description and application for review was lodged with the Human Resources.
- 4.9.10 Where a position is classified one HEW Level lower than the current classification, the incumbent (where there is one) will have their current HEW Level maintained until such time as they vacate the position.
- 4.9.11 A Staff Member may appeal the position classification review outcome by submitting a statement, including the grounds and reasons for the appeal of the position classification review outcome, to the Director, Human Resources.
- 4.9.12 The appeal will be considered by a Position Classification Appeals Committee comprising:
- (a) a nominee of the University (other than the officer responsible for conducting the original classification review);



- (b) one nominee of the Union/s; and
  - (c) an independent Chair selected by the Director, Human Resources from a pool of appropriately qualified practitioners. The pool will be agreed between the Director, Human Resources and the Chair of the MUCC.
- 4.9.13 The University will provide all Committee members with appropriate training in job evaluation prior to any Committee proceedings.
- 4.9.14 The Committee will consider all documentation associated with the classification review and may interview the Staff Member and their Supervisor in order to gain additional information about the position. The Committee will recommend to the Director of Human Resources the appropriate classification level of the position.
- 4.9.15 The Director will give consideration to the recommendation of the Committee before making a decision on the appeal. The decision of the Director, Human Resources will be communicated to the Staff Member in writing specifying the reasons for the outcome of the review.
- 4.9.16 In all other respects the classification of positions will be carried out in accordance with the University's policy, procedures and administrative arrangements for Position Classification Review of Professional Staff Positions that are in place from time to time.

#### **4.10 Home-Based Work Arrangements**

- 4.10.1 A Staff Member may request the University to permit the Staff Member to perform some or all of their duties from their home.
- 4.10.2 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.

#### **4.11 Outside Work**

##### **Outside Work with a Monetary Value**

- 4.11.1 A Professional Staff Member must obtain the University's prior written consent if the Staff Member engages in any Monetary Activity during Work Time.
- 4.11.2 For the purposes of this clause:
- (a) **Work Time** means a Staff Member's ordinary hours of work (as referred to in clause 4.2) or while on paid leave; and
  - (b) **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.
- 4.11.3 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 in Work Time.

### **Conflict of Interest**

- 4.11.4 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.
- 4.11.5 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.
- 4.11.6 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, 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.
- 4.11.7 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**

- 4.11.8 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.
- 4.11.9 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.

### **4.12 Macquarie University Consultative Committee**

- 4.12.1 For the purposes of discussing and facilitating matters related to employment at Macquarie University the University has established the Macquarie University Consultative Committee (MUCC).
- 4.12.2 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.
- 4.12.3 Membership of the MUCC will comprise:
- (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.

#### **Election of MUCC Members**

- 4.12.4 All members of the MUCC will be appointed for a nominal term of two years and no member may serve more than three consecutive terms.
- 4.12.5 The University will call for nominations of MUCC members every two years. In the first instance, nominations will be called within three months of the commencement of this Agreement.
- 4.12.6 All continuing and fixed-term Professional Staff Members who are employed at the date of notice of the election will be eligible for the purpose of nomination for election to the positions referred to at subclause 4.12.3(d).
- 4.12.7 If, after the close of the call for nominations, more than four nominations are received, the University will hold a ballot and all Professional Staff Members employed at the closing of the ballot will be eligible for the purposes of voting.
- 4.12.8 If, after the close of the call for nominations, the number of nominations received by the University does not exceed the number of positions to be filled, the University will declare the nominated Staff Members to be elected. Any remaining positions that are not filled will remain vacant for the relevant nominal term.
- 4.12.9 During the nominal two-year term the Chair may formally request the Director, Human Resources make arrangements to fill vacancies that may arise. The Director, Human Resources and the Chair may, in consultation with the MUCC, make a decision to fill the vacancies in a manner appropriate to the circumstances. Any member appointed to the MUCC under this subclause will hold the position for the remainder of the nominal two-year term.
- 4.12.10 The CPSU and NTEU will provide the University with the names of the Staff Members for the Union nominated positions referred to at subclauses 4.12.3 (b) and (c), no later than the close of the call for nominations. Any Union nominated position that becomes vacant during the two-year term may be filled by the nomination of the relevant Union.
- 4.12.11 One paid employee of each Union may attend meetings of the MUCC at the invitation of the relevant Union. The employee may participate in meetings but is not a member of the MUCC and may not vote on any resolutions of the MUCC.
- 4.12.12 Management representatives will attend and participate in all meetings of the MUCC. Management representatives will provide information on matters under consideration and receive feedback from the MUCC. The University will actively consider the views and submissions of the MUCC. The Chair will communicate with the University via the Director, Human Resources.
- 4.12.13 Members of the MUCC will elect a Chair and Deputy Chair annually. The Deputy Chair will assume all responsibilities of the Chair in their absence.

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

#### **Policy development**

- 4.12.15 The University will, within the 12 months of the commencement of this Agreement, in conjunction with the MUCC:
- (a) develop guidelines in relation to:
    - (i) the operation of the deferred salary scheme;
    - (ii) the University framework for responding to and supporting Staff Members experiencing Domestic Violence;
    - (iii) the University framework for supporting mature-age workers including transition to retirement options and/or strategies.
- 4.12.16 The University will provide a written report to the MUCC on 30 June and 30 December each year outlining the number and term of 'Other Circumstances' fixed-term contracts appointed in the previous six months. At the request of the MUCC, the Director, Human Resources or the Manager, Employee Relations will be available to speak to the report and hear any suggested strategies for effective management of the category.
- 4.12.17 The Director, Human Resources, in consultation with the MUCC, will explore access and prioritisation for Staff seeking on-campus childcare placements/arrangements.

#### **4.13 Managing Change in the Workplace**

- 4.13.1 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.
- 4.13.2 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 subclause 4.13.5 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.
- 4.13.3 Where the University is considering the implementation of 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 their Union/s. 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 (eg the introduction of shiftwork);
  - (d) the alteration of the way in which work is performed and organised within a work unit which may be due to, 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 Members; or
  - (g) changes that invoke the clause dealing with Redundancy, Redeployment and Retrenchment.
- 4.13.4 Staff Members will be entitled to request the advice or assistance of their Union at any stage of discussion of the workplace change.

#### **Significant Effects**

- 4.13.5 During the Consultation process, for change involving significant effects on Staff, the University will provide, to all affected Staff and their Union/s 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;
  - (e) position descriptions and any regrading/reclassification information which helps Staff to make informed responses.
- 4.13.6 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 subclause 4.13.5(a)–(e) with those set out at subclause 4.13.8(b)–(d).
- 4.13.7 As part of the Consultation process affected Staff and their Unions 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/s, before making a decision whether or not to proceed with the workplace change.
- 4.13.8 When the University confirms a decision to proceed with the change proposal, it will:
- (a) inform affected Staff and their Union/s;
  - (b) confer with affected Staff and their Union/s 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.
- 4.13.9 Where implementation of workplace change leads to a position becoming redundant, the University will implement the redundancy provisions of this Agreement.

#### **4.14 Dispute Settling Procedures**

- 4.14.1 It is agreed that the University, Unions and all Staff Members have an interest in the proper application of this Agreement, and in minimising and settling any disputes in a timely manner.
- 4.14.2 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 relevant Union 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.
- 4.14.3 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.
- 4.14.4 Where a dispute is not resolved under subclause 4.14.3, at the written request of a party to the dispute, a Disputes Committee will be convened within five 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 (ie two University and two Union nominees; or the Staff Member and their representative and two University nominees; or the Staff Member's representative and one University nominee, etc.).
- 4.14.5 The Disputes Committee will meet and attempt to resolve the dispute within five 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.
- 4.14.6 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).
- 4.14.7 Where the matter in dispute remains unresolved, and the steps in subclauses 4.14.2–4.14.6, 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.
- 4.14.8 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.
- 4.14.9 Until the steps in subclauses 4.14.2–4.14.5 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.
- 4.14.10 Decisions in accordance with this Agreement to terminate employment will not be subject to further review or dispute.

## **4.15 Complaint Procedures**

- 4.15.1 A Staff Member (Complainant) may use this Complaint Procedure to have an appropriate person (identified in this Complaint 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.
- 4.15.2 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 clause);
  - (b) Health and Safety (H&S) 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 (ie 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.
- 4.15.3 The Complainant must put the Complaint in writing and provide sufficient detail of the Complaint so that it can be properly understood.
- 4.15.4 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.
- 4.15.5 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 as quickly as possible, including through the possible use of mediation or other forms of alternative dispute resolution if appropriate;
  - (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.
- 4.15.6 If a Complaint is not resolved at the stage referred to in subclause 4.15.5, 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.

4.15.7 If a Complaint is not resolved at the stage referred to in subclause 4.15.6, 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.

4.15.8 If a Complaint is not resolved at the stage referred to in subclause 4.15.7, 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.

4.15.9 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**

4.15.10 A Complaint must be lodged within three 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.

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

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

4.15.13 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.

#### **4.16 Unsatisfactory Performance**

4.16.1 This clause will apply to all fixed-term and continuing Professional Staff Members of the University.

4.16.2 Where there are concerns about a Staff Member's performance, a Supervisor or Manager should initially, if appropriate, seek to resolve the matter through discussion, guidance or counselling.

4.16.3 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 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 their 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.
- 4.16.4 A Staff Member is entitled to be accompanied to any meeting by a representative of their choice. The Staff Member and their chosen representative may withdraw to consult if required. The representative may participate in the meeting but may not answer for the Staff Member.
- 4.16.5 At the end of the period specified in subclause 4.16.3(f) the Supervisor will meet with the Staff Member and review their performance. Following that review:
- (a) where the Supervisor determines that all aspects of the Staff Member's performance are now satisfactory it will be recorded and no further action will be taken; or
  - (b) where the Supervisor determines any aspect of the Staff Member's performance remains unsatisfactory, the Supervisor will:
    - (i) make a report to the Head within five working days of meeting with the Staff Member; and
    - (ii) provide a copy of the report to the Staff Member.
- 4.16.6 Notwithstanding subclause 4.16.5, if at any time during the Unsatisfactory Performance process the Supervisor determines that all aspects of the Staff Member's performance are now satisfactory, the Supervisor will inform the Staff Member in writing that the unsatisfactory performance action has concluded and no further action will be taken.
- 4.16.7 Where the Supervisor forwards a report to the Head, the Staff Member may provide a written response to the Head. Any response by the Staff Member must be provided within five working days of the Staff Member receiving the report specified in subclause 4.16.5(b)(ii).
- 4.16.8 The Head:
- (a) will review the report and any response from the Staff Member;
  - (b) may, for clarification purposes, seek information from the Staff Member or Supervisor regarding the report or the response from the Staff Member; and
  - (c) will, if requested by the Staff Member, seek input from up to three colleagues nominated by the Staff Member in the faculty or office in which the Staff Member works, and give them a reasonable opportunity to provide such input.
- 4.16.9 Having regard to the report and any further information obtained in the process referred to in subclause 4.16.8, the Head will either:

- (a) refer the matter back to the Supervisor for a further review period, which, depending on the circumstances will not normally be more than three months, with directions that the Supervisor must comply with before the matter is referred back to the Head to be dealt with under this subclause; or
  - (b) determine that all aspects of the Staff Member's performance are now satisfactory and that the unsatisfactory performance action has concluded and no further action will be taken; or
  - (c) provide a report to the Manager, Employee Relations which:
    - (i) identifies the aspects of performance the Head regards as unsatisfactory;
    - (ii) records the attempts to remedy the unsatisfactory performance; and
    - (iii) includes the Staff Member's responses and, if sought, colleagues' responses.
- 4.16.10 If the Head provides a report to the Manager, Employee Relations a copy of the report will also be provided to the Staff Member.
- 4.16.11 If the matter proceeds in accordance with 4.16.10 the Manager, Employee Relations will:
- (a) consider the report and, if appropriate, request further information from the Staff Member, the Supervisor or the Head; and
  - (b) determine whether the processes have been complied with in substance and in a manner appropriate to the circumstances. On the basis of that determination, the Manager, Employee Relations may decide to:
    - (i) take no further action; or
    - (ii) refer the matter back to the Supervisor or Head with directions which either or both of them must comply with before the matter is referred back to the Manager, Employee Relations to be dealt with under this subclause 4.16.11; or
    - (iii) refer the matter to an Unsatisfactory Performance Reviewer (UPR).
- 4.16.12 If the Manager, Employee Relations decides to refer the matter under subclause 4.16.11(b)(iii), the Manager, Employee Relations will appoint a UPR. The UPR will be selected from a pool of suitably qualified practitioners. The pool will be agreed between the Manager, Employee Relations and the Chair of the Macquarie University Consultative Committee (MUCC).
- 4.16.13 The UPR:
- (a) will review all reports from the Supervisor and Head;
  - (b) will review all responses from the Staff Member;
  - (c) may interview the Staff Member (and/or their representative if they so choose), Supervisor, Head and Manager, Employee Relations;
  - (d) will investigate procedural and substantive aspects of the matter and take into account any further material they believe is appropriate to consider; and
  - (e) will provide a report to the Director, Human Resources on the findings. This report should, where possible, be provided within five days of the last meeting. The UPR will also provide a copy of the report to the Staff Member.
- 4.16.14 The Director, Human Resources will consider all reports, responses and associated materials and will determine to:
- (a) take no further action; or

- (b) refer the matter back to the Supervisor or Head with directions which either or both of them must comply with before the matter is referred back to the Director, Human Resources to be dealt with under this subclause 4.16.14; or
  - (c) take disciplinary action which is limited to:
    - (i) counselling;
    - (ii) written warning;
    - (iii) formal censure;
    - (iv) withholding of an increment;
    - (v) varying the Staff Member's duties/removing any Administrative position;
    - (vi) demotion by one or more salary steps or one or more classification levels; or
    - (vii) termination of employment.
- 4.16.15 The Director, Human Resources will advise the Staff Member in writing of their determination under subclause 4.16.14.
- 4.16.16 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.
- 4.16.17 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.

#### **4.17 Misconduct and Serious Misconduct**

##### **Application**

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

##### **Definitions**

- 4.17.2 **Misconduct** means:

- (a) wilful conduct by a Staff Member that is unsatisfactory or otherwise unacceptable to the University; or
- (b) misconduct in Research.

- 4.17.3 **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;
- (d) serious dereliction of duties; and/or
- (e) serious acts or omissions of Misconduct in Research.

- 4.17.4 **Disciplinary Action** means any action by the University to discipline a Staff Member for unsatisfactory performance or misconduct or serious misconduct and is limited to:

- (a) counselling;
- (b) written warning;
- (c) formal censure;
- (d) withholding of an increment;
- (e) varying the Staff Member's duties/removing any Administrative position;
- (f) demotion by one or more classification levels or increments; and
- (g) termination of employment.

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

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

**Procedures**

- 4.17.6 The University must follow the procedures of this clause before taking disciplinary action against a Staff Member for misconduct or serious misconduct. However, where a matter that may involve misconduct or serious misconduct has been dealt with in good faith as if it were a case of unsatisfactory performance under clause 4.16 the procedures of this clause are not required, but the procedures of clause 4.16, including notice periods, must be followed if the Staff Member's employment is terminated.
- 4.17.7 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 or Manager must refer the alleged conduct to the Director, Human Resources.
- 4.17.8 The Director, Human Resources may refer the alleged conduct to the Vice-Chancellor for consideration as to whether the Staff Member's employment should be suspended. If the alleged conduct is referred to the Vice-Chancellor under this subclause, 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.
- 4.17.9 If a Staff Member is suspended without pay then the Staff Member may access any available annual or long service leave entitlement or undertake other paid employment.
- 4.17.10 The Director, Human Resources will consider any alleged conduct referred to them under subclause 4.17.7 and may:
- (a) take no further action;
  - (b) refer the matter to an Investigator for the purpose of investigating the alleged conduct; or
  - (c) proceed under subclause 4.17.13.
- 4.17.11 An Investigator, who may be a Staff Member or officer of the University, will not have had any prior involvement in or dealings with the alleged conduct and not have any conflict of interest in investigating the matter.

- 4.17.12 The Investigator will investigate the alleged conduct and provide the Director, Human Resources with a report of their investigations.
- 4.17.13 If, following the consideration of the conduct alleged by the Supervisor and the report of the Investigator, if any, the Director, Human Resources believes the alleged conduct does not warrant further investigation the Director, Human Resources will notify the Staff Member in writing that no further action will be taken by the University in relation to the alleged conduct.
- 4.17.14 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 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 10 working days of receipt of the allegations by the Staff Member.
- 4.17.15 If the Staff Member admits the allegation/s in part or in full, or fails to submit a written response to any allegations, the Director, Human Resources will refer the matter to an appropriate Deputy Vice-Chancellor (DVC). The DVC may then:
- (a) take no further action in relation to any or all of the allegation/s which the Staff Member has admitted in part or in full or failed to respond to;
  - (b) in relation to any allegations which have not been responded to, warn in writing or censure the Staff Member for unsatisfactory conduct and take no other action;
  - (c) determine whether any of what has been admitted or not responded to constitutes misconduct or serious misconduct and if so, determine what, if any, disciplinary action is proposed to be taken; or
  - (d) defer any decision under subclause (b) or (c) until any allegation/s that the Staff Member has denied in part or in full (or has not admitted) have been investigated by a Committee.
- 4.17.16 If the DVC makes a determination under subclause 4.17.15(c), they must proceed in accordance with subclause 4.17.23 below.
- 4.17.17 If the Staff Member denies any of the allegation/s in part or in full, the Director, Human Resources may:
- (a) refer any of the allegation/s to a Misconduct Investigation Committee (MIC); or
  - (b) take no further action in relation to those allegations.

#### **Misconduct Investigation Committee**

- 4.17.18 If the Director, Human Resources determines that any of the allegations of misconduct/serious misconduct should be referred to a MIC under subclause 4.17.17(a) above, the Director, Human Resources will appoint a MIC in accordance with subclause 4.17.19. The Committee will convene within 15 working days of its appointment.
- 4.17.19 The Committee will comprise three persons consisting of:
- (a) a Chair appointed by:

- (i) the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the MUCC. The Chair will be external to the Staff Member's faculty/office or may be external to the University, in relation to any allegations of misconduct or serious misconduct which do not include Misconduct in Research; or
- (ii) the Academic Senate in relation to any allegations of misconduct or serious misconduct which include any allegation of Misconduct in Research;
- (b) one Staff Member appointed by the Vice-Chancellor; and
- (c) one Staff Member selected by the affected Staff Member.

**Terms of reference and procedures of the MIC**

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

4.17.21 The MIC will:

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

4.17.22 The Director, Human Resources will provide the MIC report, the Investigator's report, if any, the allegations and any response to the allegations by the Staff Member to the appropriate DVC.

4.17.23 The DVC 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; and
- (d) if any disciplinary action is to be taken, 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.

4.17.24 If, having undertaken the procedure in subclause 4.17.23, the DVC is of the view that the conduct amounts to misconduct or serious misconduct, then the DVC may take disciplinary action against the Staff Member.

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

#### **Other Matters**

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

4.17.27 The action of the Director, Human Resources and the DVC 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**

4.17.28 Where, in accordance with subclause 4.17.15(c) or 4.17.24, the DVC decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 6.3.

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

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

4.17.31 In instances of termination of employment as a result of serious misconduct involving suspension without pay (refer to subclauses 4.17.8–4.17.9), there will be no requirement for the notice of termination prescribed in this clause.

### **4.18 Intellectual Property**

#### **Definitions**

4.18.1 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**

- 4.18.2 Unless otherwise stated in this clause 4.18, 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**

- 4.18.3 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 4.18 and the University's policy in relation to Intellectual Property from time to time.

#### **Copyright of Scholarly Work**

- 4.18.4 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**

- 4.18.5 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 sublicensing). 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 subclause 4.18.9.

#### **Procedure for Disclosure of Intellectual Property**

- 4.18.6 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**

- 4.18.7 A Staff Member must not disclose or publish details of any Intellectual Property that has been or should be disclosed pursuant to subclause 4.18.6 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**

- 4.18.8 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**

- 4.18.9 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 subclause 4.18.9 does not apply to Scholarly Works, except to the extent the University has exercised rights in connection with those Scholarly Works as provided in subclause 4.18.5.

### **Dispute Resolution**

- 4.18.10 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**

- 4.18.11 Nothing in this clause will prevent Staff Members 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 12 months continuous service, continuing and fixed-term Staff Members 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 4.16) or Misconduct and Serious Misconduct (clause 4.17). A decision on the payment of a withheld increment will be made following the review.
- 5.1.2 Casual Professional Staff Members will be eligible for incremental progression on the completion of 1200 hours.

#### **Accelerated Progression**

- 5.1.3 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 two steps higher than the next one within the Staff Member's current salary classification.
- 5.1.4 Where the Staff Member is at the top of the incremental range for their salary classification, and following the annual review of performance, they are 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) process provides a framework for identifying, evaluating and developing the performance of Staff Members. 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 PDR Program annually with Staff Members. The program is designed to enhance Staff performance and therefore the performance of the University.
- 5.2.3 The PDR 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 Member's 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 adviser 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);
  - (h) update the position description for the Staff Member's position if necessary; and
  - (i) discuss as appropriate any other issue that may impact on work performance and development.
- 5.2.4 The PDR Program will be integrated with University processes for probation, incremental progression and position classification review.
- 5.2.5 The PDR Program may be tailored to account for specific needs of particular groups of Staff following consultation with the MUCC.

## **5.3 Career Development**

- 5.3.1 The University will encourage the participation of Staff in relevant training and development activities during normal working hours. Where appropriate, the University will support further study, training and professional development outside normal working hours.
- 5.3.2 All continuing and fixed-term Staff Members, who participate in the annual PDR process, will discuss individual development needs with their Supervisor and identify appropriate training opportunities for the coming year.
- 5.3.3 Supervisors need to identify the training and development needs of casual and fixed-term Staff who do not participate in the annual PDR cycle. Supervisors will ensure Staff have the necessary training and development opportunities to be able to perform their roles.

- 5.3.4 The University will fully fund approved training and development activities that are essential to the performance of the Staff Member's current role.
- 5.3.5 The University will support approved training and development activities that will enhance the Staff Member's ability to develop beyond their current role. Depending on the nature of the developmental activity, the University may limit the financial support to 66 per cent of the cost, up to a maximum of \$1050 per annum.
- 5.3.6 The University will pay student contribution charges (HECS) for a Staff Member enrolling in the Graduate Certificate in Higher Education, provided the Staff Member has not already been sponsored or granted a fee waiver towards any other course of study while at Macquarie University. The sponsorship applies to the four core units of this Graduate Certificate course and will not apply to repeated attempts of any units.
- 5.3.7 Individual budget units will administer funds allocated for training and development purposes. Funds will be allocated equitably on the basis of identified training and development needs.
- 5.3.8 To facilitate staff development, the University will support a Staff Member studying an approved course relevant to their employment with the University. Staff may apply for paid study leave in accordance with subclause 4.1.66 Study and Graduation Leave.
- 5.3.9 Supervisors should ensure that time is allocated to allow Staff to participate in relevant, appropriate, approved training and development activities during normal working hours.
- 5.3.10 Where the University provides the opportunity to participate in training and development activities, the University will reimburse a participating Staff Member for course or conference attendance fees and any necessary travel and accommodation expenses and allowance.

#### **Macquarie University Scholarship Program**

- 5.3.11 The Macquarie University Scholarship Program is designed to recognise potential and reward outstanding performance of Staff Members.
- 5.3.12 The Scholarship Program will include at least two fully funded scholarships to undertake a Master of Business Administration with the Macquarie Graduate School of Management (MGSM) or other approved courses of study with the University.
- 5.3.13 The scholarships will be offered on an annual basis to continuing and fixed-term Staff Members. Applications for the Scholarship Program will be assessed by a selection process that is equitable and upholds the principle of competition on merit.

#### **Staff Mobility Initiatives**

- 5.3.14 The University recognises the mutual benefits to both Staff and the University that arise from Staff mobility initiatives. These initiatives may include Secondment (both on an internal and external basis), internal temporary transfers, higher duties opportunities and job-swap arrangements.
- 5.3.15 Within the first 12 months of commencement of this Agreement, the University will:
  - (a) establish a central online register for Staff to express an interest in internal and temporary job opportunities. The register will enable Staff to indicate areas and/or roles of interest and identify their existing skills, capabilities and qualifications as applicable and relevant to the indicated areas and/or roles of interest; and
  - (b) explore technology platforms that alert participating Staff on a regular basis of suitable opportunities.

- 5.3.16 Once established, the University will call for expressions of interest on an annual basis.
- 5.3.17 The details of the staff mobility initiatives will be set out in University policy. Policies and/or procedures will be developed by the University in consultation with the MUCC.
- 5.3.18 The University will promote these staff mobility initiatives to Staff Members through staff communication channels. The University will also encourage Supervisors and Staff Members to discuss such opportunities through the PDR process and will amend the Recruitment Toolkit to refer to job mobility initiatives referred to in this clause.
- 5.3.19 Nothing in this clause will prevent the University or a Staff Member from exploring and engaging in internal or external Secondment opportunities.

## **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 Subclause 3.7.11(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**

- 6.2.1 Where, as a consequence of the managing change process (clause 4.13), it has been determined to make a specific position redundant, the University will provide six months notice of retrenchment and associated redeployment period to the Staff Member (Notice Period).
- 6.2.2 Where a Staff Member is provided with notice of retrenchment, the University may offer the Staff Member an option of reducing the Notice Period to three months in order to receive an additional lump sum payment. A Staff Member will have a period of two weeks from the date of notification to accept this offer.
- 6.2.3 The University may invite a Staff Member to apply for voluntary redundancy. A Staff Member will have a period of six weeks from the date of an invitation to submit an application for voluntary redundancy. 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 four weeks salary in addition to the Voluntary Redundancy Benefit. The University may reject any application for voluntary redundancy where it considers that the position is necessary to its ongoing operations.

### **Voluntary Redundancy**

- 6.2.4 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.
- 6.2.5 The Voluntary Redundancy Benefit will consist of:
- (a) a lump sum payment of 20 weeks salary;
  - (b) an additional lump sum calculated on length of Continuous Service with the University (see table in subclause 6.2.15(a)); and
  - (c) all entitlements for accrued annual and long service leave.
- 6.2.6 A Staff Member who has submitted an application for voluntary redundancy within two weeks of the date of the invitation will, in addition to the payments at subclause 6.2.5, be entitled to a lump sum payment equivalent to four weeks salary.
- 6.2.7 Payments relating to 6.2.5 (a) and (b) and 6.2.6 will be calculated at the Staff Member's ordinary rate of pay (excluding loadings) at the date of cessation.

### **Redundancy, Redeployment and Retrenchment**

- 6.2.8 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 Members seeking redeployment. Priority consideration includes a right to interview for any position that the Staff Member identifies as a potential redeployment opportunity.
- 6.2.9 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.
- 6.2.10 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.
- 6.2.11 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.
- 6.2.12 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 employee 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.
- 6.2.13 A Staff Member will be allowed up to one day's 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.
- 6.2.14 If at the end of the relevant 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.

### **Retrenchment Benefit**

- 6.2.15 A Staff Member who is retrenched will be entitled to the following payments:
- (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:
    - up to one year, four weeks severance pay
    - one year and less than two years, eight weeks severance pay
    - two years and less than three years, 12 weeks severance pay
    - three years and less than four years, 15 weeks severance pay
    - four years and less than five years, 18 weeks severance pay
    - after five years, 18 weeks plus two weeks pay for each additional year of Continuous Service or proportionate for part thereof.
  - (b) A Staff Member who is offered and accepts the option to reduce the Notice Period to three months will, in addition to the payments at subclause 6.2.15(a), be entitled to a lump sum payment equivalent to 13 weeks salary.
  - (c) Entitlements in the form of accrued annual and long service leave. For a Staff Member with more than five years Continuous Service but less than 10 years, a proportionate entitlement will be paid in respect of long service leave.
- 6.2.16 Payments relating to 6.2.15 (a) and (b) of the Retrenchment Benefit will be calculated at the Staff Member's ordinary rate of pay (excluding loadings) at the date of cessation.
- 6.2.17 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 subclause 6.2.15 plus a payment for the balance of the notice period or four weeks pay whichever is the lesser.
- 6.2.18 A Staff Member whose position has been made redundant and is not receiving a Voluntary Redundancy Benefit referred to in subclause 6.2.5 will also be entitled to:
- (a) up to two counselling sessions from an independent financial adviser nominated and paid for by the University; and
  - (b) career transition support of up to \$2500 (inc. GST) payable on receipt of invoice or receipt. University-approved providers will provide career transition support.

### **Re-employment after Redundancy or Retrenchment**

- 6.2.19 A Staff Member who has received a Voluntary Redundancy Benefit or a Retrenchment Benefit 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).
- 6.2.20 If requested by a Staff Member who is terminated by way of redundancy or retrenchment, the University will provide a letter certifying that they occupied a position deemed to be surplus to the requirements of the University.

### **Redundancy Review**

- 6.2.21 A Staff Member may seek a review of a determination by the University to make their position redundant.

- 6.2.22 A Staff Member who elects to seek a review of the decision to declare the position they hold redundant must apply to the Director, Human Resources within seven working days of receipt of the redundancy notice.
- 6.2.23 On receipt of a request for a review the Director, Human Resources will appoint a Redundancy Reviewer. The Reviewer will be appointed from a pool agreed between the Vice-Chancellor and the Chair of the MUCC. The Reviewer will be external to the Staff Member's faculty/office and may be external to the University.
- 6.2.24 The Reviewer will, within 10 working days of appointment by the Director, Human Resources review documentation relevant to the decision to declare a position redundant. The Reviewer will prepare a written report on whether:
- (a) fair and objective criteria were used to identify the redundant position; and
  - (b) in the case of more than one redundancy, the University acted fairly and properly in the selection of Staff against the criteria.
- 6.2.25 The Reviewer:
- (a) will allow the Staff Member and/or, if they so choose, their Staff representative to address the reasons for requesting a review; to respond to any documentation before the RRC and to answer any questions from the RRC;
  - (b) may seek further material and meet with other Staff or representatives of the University it considers necessary.
- 6.2.26 The Reviewer will provide a report of their findings to the Director, Human Resources who will forward the report and associated materials to the appropriate Deputy Vice-Chancellor or equivalent for consideration and decision. Upon request, a copy of the report will also be provided to the Staff Member.
- 6.2.27 The Deputy Vice-Chancellor or equivalent may:
- (a) overturn a decision to declare a Staff Member's position redundant;
  - (b) request the Head reconsider the criteria used to identify redundant positions;
  - (c) review the Staff chosen for retrenchment; and/or
  - (d) confirm that the redundancy and retrenchment will proceed as advised.

### **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 4.17).
- 6.3.3 The period of notice (or pay in lieu of such notice) will be as set out below:

<b>Length of Continuous Service</b>	<b>Period of Notice</b>
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 two 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 five 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 4.17 (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 and/or other healthcare practitioner (as defined in the *Health Practitioner Regulation National Law (NSW)*) 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.
- 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 subclause 6.5.6 (a) or (b).
- 6.5.4 If a medical report (obtained either under this clause or under clause 2.9) finds that the Staff Member will be unable to perform the inherent requirements of their substantive position within a 12-month period, the University will proceed to terminate the Staff Member's employment.
- 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 a 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 six months salary (for a continuing or a fixed term appointment of more than one year) or two months salary or to the end of the fixed term, whichever is the lesser (for a fixed term appointment of one year or less).
- 6.5.7 If, within 14 days of the medical report being made available, the Staff Member (or, if they so choose, their representative) so 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 two medical practitioners, one appointed by the University and one by the Staff Member. 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 OF HUMAN RESOURCES

Address: HERRING ROAD, NORTH RYDE, NSW, 2109

in the presence of:



Full name: LAURA SALTER

Date: 5TH MAY 2015

Signed for and on behalf of  
The Community and Public Sector

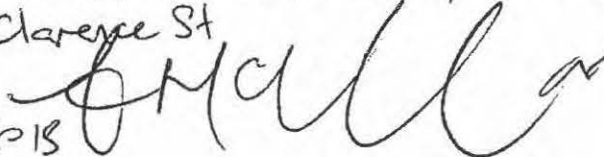
Union as employee bargaining representatives:

Full name: Steve Turner

Title: MR Ass: Branch Secretary (SPSPNSO)

Address: 160 Clarence St

in the presence of:



Date: 6/5/2015

Signed for and on behalf of



The National Tertiary Education

Industry Union as employee bargaining representatives:

Full name: GRAHAME McCULLOCH

Title: GENERAL SECRETARY

in the presence of:



Date: 5/5/2015

ANASTASIA KOTAIDIS

## Schedule 1 – Full-Time Salaries

Level	Step	From 2/04/2015 (1.5% increase)	From 17/09/2015 (1.5% increase)	From 1/09/2016 (3% increase)	From 14/09/2017 (3% increase)	From 15/03/2018 (1.5% increase)
HEW 1	01	45,484	46,166	47,551	48,978	49,713
HEW 1	02	46,599	47,298	48,717	50,179	50,932
HEW 1	03	48,303	49,028	50,499	52,014	52,794
HEW 2	01	49,057	49,793	51,287	52,826	53,618
HEW 2	02	50,170	50,923	52,451	54,025	54,835
HEW 2	03	51,655	52,430	54,003	55,623	56,457
HEW 3	01	51,509	52,282	53,850	55,466	56,298
HEW 3	02	54,193	55,006	56,656	58,356	59,231
HEW 3	03	56,868	57,721	59,453	61,237	62,156
HEW 3	04	58,804	59,686	61,477	63,321	64,271
HEW 4	01	59,325	60,215	62,021	63,882	64,840
HEW 4	02	60,664	61,574	63,421	65,324	66,304
HEW 4	03	63,939	64,898	66,845	68,850	69,883
HEW 5	01	64,685	65,655	67,625	69,654	70,699
HEW 5	02	67,808	68,825	70,890	73,017	74,112
HEW 5	03	71,160	72,227	74,394	76,626	77,775
HEW 5	04	73,544	74,647	76,886	79,193	80,381
HEW 6	01	74,507	75,625	77,894	80,231	81,434
HEW 6	02	78,073	79,244	81,621	84,070	85,331
HEW 6	03	82,244	83,478	85,982	88,561	89,889
HEW 7	01	83,887	85,145	87,699	90,330	91,685
HEW 7	02	86,561	87,859	90,495	93,210	94,608
HEW 7	03	90,951	92,315	95,084	97,937	99,406
HEW 8	01	92,140	93,522	96,328	99,218	100,706
HEW 8	02	99,063	100,549	103,565	106,672	108,272
HEW 8	03	102,526	104,064	107,186	110,402	112,058
HEW 9	01	107,326	108,936	112,204	115,570	117,304
HEW 9	02	113,354	115,054	118,506	122,061	123,892

<b>Level</b>	<b>Step</b>	<b>From 2/04/2015 (1.5% increase)</b>	<b>From 17/09/2015 (1.5% increase)</b>	<b>From 1/09/2016 (3% increase)</b>	<b>From 14/09/2017 (3% increase)</b>	<b>From 15/03/2018 (1.5% increase)</b>
HEW 10	Band 1					
HEW 10	01	114,918	116,642	120,141	123,745	125,601
HEW 10	02	122,504	124,342	128,072	131,914	133,893
HEW 10	03	129,875	131,823	135,778	139,851	141,949
HEW 10	04	135,235	137,264	141,382	145,623	147,807
HEW 10	Band 2					
HEW 10	05	144,613	146,782	151,185	155,721	158,057
HEW 10	06	152,646	154,936	159,584	164,372	166,838
HEW 10	Band 3					
HEW 10	07	161,798	164,225	169,152	174,227	176,840
HEW 10	08	168,946	171,480	176,624	181,923	184,652
HEW 10	Band 4					
HEW 10	09	179,884	182,582	188,059	193,701	196,607
HEW 10	10	192,382	195,268	201,126	207,160	210,267

## Schedule 2 – Casual Rates

Level	Step	From 2/04/2015 (1.5% increase)	From 17/09/15 (1.5% increase)	From 1/09/2016 (3% increase)	From 14/09/2017 (3% increase)	From 15/03/2018 (1.5% increase)
HEW 1	01	31.13	31.60	32.55	33.52	34.03
HEW 1	02	31.90	32.37	33.35	34.35	34.86
HEW 1	03	33.06	33.56	34.57	35.60	36.14
HEW 2	01	33.58	34.08	35.10	36.16	36.70
HEW 2	02	34.34	34.86	35.90	36.98	37.53
HEW 2	03	35.36	35.89	36.96	38.07	38.64
HEW 3	01	35.26	35.79	36.86	37.97	38.53
HEW 3	02	37.09	37.65	38.78	39.94	40.54
HEW 3	03	38.92	39.51	40.69	41.92	42.54
HEW 3	04	40.25	40.85	42.08	43.34	43.99
HEW 4	01	40.61	41.22	42.45	43.73	44.38
HEW 4	02	41.52	42.15	43.41	44.71	45.38
HEW 4	03	43.76	44.42	45.75	47.13	47.83
HEW 5	01	44.28	44.94	46.29	47.68	48.39
HEW 5	02	46.41	47.11	48.52	49.98	50.73
HEW 5	03	48.71	49.44	50.92	52.45	53.24
HEW 5	04	50.34	51.09	52.63	54.21	55.02
HEW 6	01	51.00	51.76	53.32	54.92	55.74
HEW 6	02	53.44	54.24	55.87	57.54	58.41
HEW 6	03	56.29	57.14	58.85	60.62	61.53
HEW 7	01	57.42	58.28	60.03	61.83	62.76
HEW 7	02	59.25	60.14	61.94	63.80	64.76
HEW 7	03	62.25	63.19	65.08	67.04	68.04
HEW 8	01	63.07	64.01	65.93	67.91	68.93
HEW 8	02	67.81	68.82	70.89	73.01	74.11
HEW 8	03	70.18	71.23	73.37	75.57	76.70
HEW 9	01	73.46	74.56	76.80	79.10	80.29
HEW 9	02	77.59	78.75	81.11	83.55	84.80

Level	Step	From 2/04/2015 (1.5% increase)	From 17/09/15 (1.5% increase)	From 1/09/2016 (3% increase)	From 14/09/2017 (3% increase)	From 15/03/2018 (1.5% increase)
HEW 10	Band 1					
HEW 10	01	78.66	79.84	82.23	84.70	85.97
HEW 10	02	83.85	85.11	87.66	90.29	91.65
HEW 10	03	88.90	90.23	92.94	95.72	97.16
HEW 10	04	92.57	93.95	96.77	99.68	101.17
HEW 10	Band 2					
HEW 10	05	98.98	100.47	103.48	106.59	108.19
HEW 10	06	104.48	106.05	109.23	112.51	114.20
HEW 10	Band 3					
HEW 10	07	110.75	112.41	115.78	119.25	121.04
HEW 10	08	115.64	117.37	120.90	124.52	126.39
HEW 10	Band 4					
HEW 10	09	123.13	124.97	128.72	132.58	134.57
HEW 10	10	131.68	133.66	137.67	141.80	143.92

## Schedule 2.1 – Examination Supervisor

Classification	Number of Candidates	HEW Level
Assistant Exam Supervisor	N/A	1
External Supervisor Special Supervisor	1–5	1
Exam Supervisor	6–60	2
Exam Supervisor	61–150	3
Assistant Senior Exam Supervisor Exam Transcriber	N/A	3
Exam Supervisor	151–250	4
Exam Supervisor	251–400	5

## **Schedule 3 – Allowances**

### **1. Motor Vehicle Kilometre Allowance**

- (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. Overtime Hours Meal Allowance**

- (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) Claimable when working two or more hours overtime after normal finishing time (Dinner allowance).
- (c) Claimable when working two or more hours before normal commencing time (Breakfast allowance).
- (d) Claimable when working four or more hours overtime on Saturdays, Sundays or Public Holidays (Lunch allowance).
- (e) Claimable when working more than four hours after previous meal break.

### **3. Travel Allowance**

- (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).

### **4. Increases**

The allowances in tables 1 and 2 will increase in line with percentage salary increases granted to Staff.

## 5. Table 1 – Plumbing Blockage Allowance

Payable to Staff for each incident.

<b>2/04/15</b>	<b>17/09/15</b>	<b>1/09/16</b>	<b>14/09/17</b>	<b>15/03/18</b>
1.5%	1.5%	3.0%	3.0%	1.5%
\$9.78	\$9.93	\$10.22	\$10.53	\$10.69

## 6. Table 2 – First Aid Allowance

- (a) Appointees are responsible for first aid facilities, injury records, administering first aid to Staff and/or students.
- (b) Must have current St John Ambulance First Aid certificate or equivalent qualification.
- (c) Appointments are made on an as needs basis at the discretion of the University.
- (d) Adjustments to the allowances will be made in line with percentage salary increases prescribed in this Agreement.

	<b>2/04/15</b>	<b>17/09/15</b>	<b>1/09/16</b>	<b>14/09/17</b>	<b>15/03/18</b>
<b>Annual Rate</b>	<b>1.5%</b>	<b>1.5%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>1.5%</b>
First Aid Officer	\$877.93	\$891.10	\$917.84	\$945.37	\$959.55
Occupational First Aider	\$1231.20	\$1249.66	\$1287.15	\$1325.77	\$1345.65



## Schedule 4 – Professional Staff Position Classification Descriptors

### 1. Definitions

#### Definition 1: Supervision

##### Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

##### Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures; guidance on the approach to non-standard circumstances is provided by a Supervisor.

Checking is selective rather than constant.

##### General direction

Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences.

There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.

Performance is checked by assignment completion.

##### Broad direction

Direction is provided in terms of objectives that may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

#### Definition 2: Qualifications

Within the Australian Qualifications Framework:

##### Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

##### Trade certificate

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, eg Certificate III.

##### Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

##### Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

##### Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

### **Certificate IV**

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two-year part-time post-Year 12 or post-trade certificate course.

### **Diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

### **Advanced diploma**

A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

### **Degree**

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one-year diploma.

### **Postgraduate degree**

A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

## **Definition 3: Classification dimensions**

### **Training level**

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

### **Occupational equivalent**

Examples of occupations typically falling within each classification level.

### **Level of supervision**

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

### **Task level**

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

### **Organisational knowledge**

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

### **Judgement, independence and problem solving**

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

This dimension looks at how much of each of these three qualities applies at each classification level.

### **Typical activities**

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

## **2. Classifications**

### **HIGHER EDUCATION WORKER LEVEL 1**

#### **Training level or qualifications**

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on-the-job training in addition to up to 38 hours of induction to the higher education industry which must provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and Supervisors, work and documentation procedures, health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

#### **Occupational equivalent**

Cleaner, labourer, trainee for Level 2 duties

#### **Level of supervision**

Close supervision or, in the case of more experienced employees working alone, routine supervision

#### **Task level**

Straightforward manual duties, or elements of Level 2 duties under close supervision and structured on-the-job training. Some knowledge of materials, eg cleaning chemicals and hand tools, may be required. Established procedures exist.

#### **Organisational knowledge**

Will provide straightforward information to others on building or service locations

#### **Judgement, independence and problem solving**

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels

#### **Typical activities**

Perform a range of industrial cleaning tasks, move furniture, assist trades personnel with manual duties

### **HIGHER EDUCATION WORKER LEVEL 2**

#### **Training level or qualifications**

Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or completion of Year 12 without work experience; or completion of Certificates I or II with work-related experience; or an equivalent combination of experience and training.

#### **Occupational equivalent**

Administrative assistant, security patrol officer

### **Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below)

### **Task level**

Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

### **Organisational knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other employees which is based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services

### **Judgement, independence and problem solving**

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the pre-arranged work priorities are achieved.

### **Typical activities**

Administrative positions at this level may include duties involving the inward and outward movement of mail; keeping, copying, maintaining and retrieving records; straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

## **HIGHER EDUCATION WORKER LEVEL 3**

### **Training level or qualifications**

Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trade certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties that require further on-the-job training or knowledge and training equivalent to progress towards completion of a Certificate IV or Diploma.

### **Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant

### **Level of supervision**

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

### **Task level**

Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

### **Organisational knowledge**

Perform tasks/assignments that require knowledge of the work area processes and an understanding of how they interact with other related areas and processes

### **Judgement, independence and problem solving**

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures

### **Typical activities**

In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens; and
- assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desktop-based programs, eg word processing, established spreadsheet or database applications, and management information systems (eg financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- process accounts for payment.

## **HIGHER EDUCATION WORKER LEVEL 4**

### **Training level or qualifications**

Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work-related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trade certificate and extensive relevant experience and on-the-job training; or;
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Technical officer or technician, administrative above Level 3, advanced tradespersons

### **Level of supervision**

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or coordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

### **Task level**

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions

### **Judgement, independence and problem solving**

In trades positions, extensive diagnostic skills

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks

In administrative positions, provide factual advice that requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions

### **Typical activities**

In trades positions:

- work on complex engineering or interconnected electrical circuits; and/or
- exercise high-precision trades skills using various materials and/or specialised techniques.

In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions; and/or
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop-based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of secretarial services, eg in a faculty;

- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

## **HIGHER EDUCATION WORKER LEVEL 5**

### **Training level or qualifications**

Level 5 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trade certificate and extensive (typically more than two years) relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Graduate (ie degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer

### **Level of supervision**

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

### **Task level**

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

### **Organisational knowledge**

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others

### **Judgement, independence and problem solving**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

### **Typical activities**

In technical positions:

- develop new equipment to general specifications;

- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or
- prepare reports of a technical nature.

In library technician positions:

- perform at a higher level than Level 4, including:
- assist with reader education programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library that may involve significant supervision or be the senior employee in an out-posted service.

In administrative positions:

- responsible for the explanation and administration of an administrative function, eg HECS advice, records, determinations and payments, a centralised enrolment function.

In professional positions and under professional supervision:

- work as part of a research team in a support role;
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or
- provide counselling services.

## **HIGHER EDUCATION WORKER LEVEL 6**

### **Training level or qualifications**

Level 6 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager; experienced technical specialist and/or technical Supervisor

### **Level of supervision**

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

### **Task level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.



### **Organisational knowledge**

Perform tasks/assignments that require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas

### **Judgement, independence and problem solving**

Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high-level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments

### **Typical activities**

In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements; and/or
- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget in a school or small faculty.

In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users; and/or
- analyse less complex user and system requirements.

## **HIGHER EDUCATION WORKER LEVEL 7**

### **Training level or qualifications**

Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- a degree with at least four years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small, less complex faculty

### **Level of supervision**

Broad direction. May manage other employees including administrative, technical and/or professional employees.

### **Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

### **Organisational knowledge**

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities

### **Judgement, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy that has an impact beyond the immediate work area.

### **Typical activities**

In a library, combine specialist expertise and responsibilities for managing a library function

In student services, the training and supervision of other professional employees combined with policy development responsibilities that may include research and publication

In technical manager positions, the management of teaching and research facilities for a department or school

In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent

## **HIGHER EDUCATION WORKER LEVEL 8**

### **Training level or qualifications**

Level 8 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher

### **Level of supervision**

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

### **Task level**

Work at this level is likely to require the development of new ways of using a specific body of knowledge that applies to work assignments, or may involve the integration of other specific bodies of knowledge.

### **Organisational knowledge**

The employees will be expected to make policy recommendations to others and to implement programs involving major change that may impact on other areas of the institution's operations.

### **Judgement, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice (eg to schools or faculties) requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

### **Typical activities**

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity

Manage a small or specialised unit where significant innovation, initiative and/or judgement are required

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

## **HIGHER EDUCATION WORKER LEVEL 9**

### **Training level or qualifications**

Level 9 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

### **Occupational equivalent**

Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher

### **Level of supervision**

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.

### **Task level**

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high-level creative, planning and management functions. Responsibility for significant resources.

### **Organisational knowledge**

Conceptualise, develop and review major policies, objectives and strategies involving high-level liaison with internal and external client areas. Responsible for programs involving major change that may impact on other areas of the institution's operations.

### **Judgement, independence and problem solving**

Responsible for significant program development and implementation. Provide strategic support and advice (eg to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

### **Typical activities**

Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements

Manage a small and specialised unit where significant innovation, initiative and/or judgement are required

Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit

## **HIGHER EDUCATION WORKER LEVEL 10**

### **Training level or qualifications**

Duties at or above this level typically require a skill level that assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; and
- in some areas, postgraduate qualifications and extensive relevant experience.

### **Occupational equivalent**

Senior program, research or administrative manager

### **Level of supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

### **Task level**

Complex, significant and high-level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

### **Organisational knowledge**

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands

### **Judgement, independence and problem solving**

Be fully responsible for the achievement of significant organisational objectives and programs

#### **Typical activities**

Manage a large functional unit with a diverse or complex set of functions and significant resources

Manage a more complex function or unit where significant innovation, initiative and/or judgement are required

Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position