

Macquarie University Enterprise Agreement 2006-2009

This Agreement supersedes the Macquarie University Enterprise Agreement 2003-2006.

TABLE OF CONTENTS

1.	Title	3
2.	Administration	3
2.1	Definitions	3
2.2	Persons Bound by Agreement and Term	5
2.3	Effect of this Agreement	5
2.4	Relationship with Awards and Other Industrial Instruments	6
2.5	Equity and Equal Employment Opportunity (EEO)	6
2.6	Australian Workplace Agreements (AWAs)	7
2.7	Indigenous Employment	7
2.8	Occupational Health & Safety (OH&S)	8
2.9	Intellectual Freedom	10
3.	Starting at Macquarie	10
3.1	Recruitment and Selection Procedures	10
3.2	Instrument of Appointment	11
3.3	Salaries and Payments	11
3.4	Supported Wage System	12
3.5	Superannuation	13
3.6	Probation	13
3.7	Types of Employment	14
4.	Working at Macquarie University	19
4.1	Leave	19
4.2	Hours of Work – General Staff Members	24
4.3	Overtime – General Staff Members	24
4.4	Meal Breaks – General Staff Members	25
4.5	Washing Time – General Staff Members	26
4.6	Penalty Rates – General Staff Members	26
4.7	Call Back Arrangements & Emergency Contacts–General Staff Members	27
4.8	Work Rosters – General Staff Members	28

4.9	Higher Duties Allowance	28
4.10	Position Classification for General Staff	29
4.11	Home Based Work Arrangements	30
4.12	Outside Work	30
4.13	Staff Consultative Group	31
4.14	Managing Change in the Workplace	32
4.15	Summer Term- Academic Staff Members	33
4.16	Discipline Profiles- Academic Staff Members	33
4.17	Academic Workloads	34
4.18	Dispute Settling Procedures	35
4.19	Grievances Procedures	37
4.20	Unsatisfactory Performance	38
4.21	Misconduct and Serious Misconduct	41
4.22	Intellectual Property	45
5.	Developing at Macquarie	47
5.1	Progression	47
5.2	Performance Development and Review	47
5.3	Outside Studies Program (OSP)	48
5.4	Academic Promotion	48
5.5	Teaching Evaluation	48
6.	Leaving Employment at Macquarie	49
6.1	Pre-retirement Contracts	49
6.2	Redundancy, Redeployment and Retrenchment	49
6.3	Termination of Employment	52
6.4	Abandonment of Employment	53
6.5	Termination on the Grounds of Illness	53
6.6	Resignation	54
	Schedule 1 – Full-time Salaries	i
	Schedule 2 – Casual Salaries	ii
	Schedule 3 - Allowances	v
	Schedule 4 – Parental Leave	viii

Schedule 5 – General Staff Position Classification Descriptors	xii
--	-----

Schedule 6 – Minimum Standards for Academic Levels (MSALs)	xx
--	----

1. Title

This Agreement will be known as the Macquarie University Enterprise Agreement 2006-2009 and is a union collective workplace agreement made under section 328 of the *Workplace Relations Act 1996* (Cth).

2. Administration

2.1 Definitions

In this Agreement, the following definitions shall apply:

Academic Staff Member means a person who is employed by the University as an academic staff member or an English Language Centre Teacher. ELC Teachers are excluded from the provisions of clauses **4.16, 4.17, 5.3 and 5.4**.

Act means *Workplace Relations Act 1996* (Cth) (as amended from time to time).

AIRC means the Australian Industrial Relations Commission.

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

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

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

Consultation means that the relevant participants will exchange views and 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.

Director, Human Resources means the person appointed by the University as Director, Human Resources or a person acting in that position pro tem.

DVC or Deputy Vice-Chancellor means the appropriate Deputy Vice-Chancellor or a nominee at the equivalent level.

EEO Groups include women, Aboriginal people, Torres Strait Islanders, members of ethnic groups and people with a disability.

Exempt Staff Member means either:

- (a) a General Staff Member who is being paid a salary in excess of the salary for Level 10, Step 10 as specified in **Schedule 1**; or

- (b) an Academic Staff Member, employed as at the date of lodgement of this Agreement, on a salary in excess of 133% of the salary for an Academic Level E, Step 2 as specified in **Schedule 1**; or
- (c) an Academic Staff Member whose salary, after the date of lodgement of this Agreement, increases to a salary in excess of 115% of the salary for an Academic Level E, Step 2 as specified in **Schedule 1**; or
- (d) an Academic Staff Member who commences employment with the University after the date of lodgement of this Agreement on a salary in excess of 115% of the salary for an Academic Level E, Step 2 as specified in **Schedule 1**.

Family member means child (including an adult child, adopted child, foster child or stepchild); spouse or partner (including same sex partner, de facto spouse or partner or former spouse or partner); parent, parent-in-law, foster parent or person who stands in that place; grandparent or grandchild; sibling; or other household members.

General Staff Member means a person who is employed by the University as a general staff member.

Head means Head of Division or Office (unless there is a specific reference to Head of Department) or a person acting in that position pro tem.

Investigator means a person appointed under clause **4.21.10(b)**.

Long Term Casual means a person who has been employed on a casual basis at various times in at least 3 of the preceding 5 semesters.

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

Manager EEO means the person appointed by the University as the Manager, EEO or a person acting in that position pro tem.

Market loading means a loading on top of a Base Salary offered when the University determines there is a need to recruit and retain Staff in the face of market competition. It will be reviewed annually in line with the requirements of the University's Performance Development and Review process. Market Loadings are non-superannuable.

NTEU means the National Tertiary Education Industry Union.

Protected Conditions means any protected award conditions, protected notional conditions or protected preserved conditions (as those terms are defined in the *Workplace Relations Act 1996* (Cth)) which might otherwise apply to a Staff Member's employment and includes terms concerning:

- (a) rest breaks;
- (b) incentive based payments and bonuses;
- (c) annual leave loadings;
- (d) observance of days declared by or under a law of a State or Territory, to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;
- (e) days to be substituted for, or a procedure for substituting days referred to in paragraph (d);
- (f) monetary allowances for:
 - (i) expenses incurred in the course of employment; or
 - (ii) responsibilities or skills that are not taken into account in rates of pay for employees; or

- (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations;
- (g) loadings for working overtime or for shift work;
- (h) penalty rates; and
- (i) outworker conditions.

SCG is the Staff Consultative Group established under clause 4.13.

Staff or **Staff Member** means an Academic Staff Member or General 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 a person, who is not a current practising solicitor or barrister in private practice, or an organisation 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 to with respect to work performance, duties and performance outcomes.

Union in this Agreement means and refers to the Community and Public Sector Union (**CPSU**) 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.

NB: Reference to the singular number shall 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 NTEU; and
- (d) the CPSU.

2.2.2 This Agreement:

- (a) will come into operation when it is lodged with the Office of the Employment Advocate under the *Workplace Relations Act 1996* (Cth); and
- (b) has a nominal expiry date of 30 June 2009.

2.3 Effect of this Agreement

2.3.1 This Agreement expressly excludes all Protected Conditions.

2.3.2 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 clause [4.13.2 \(b\)](#).

2.4 Relationship with Awards and Other Industrial Instruments

2.4.1 This Agreement entirely replaces the Macquarie University Enterprise Agreement 2003-2006.

2.4.2 Notwithstanding the above, the University may continue to deal with any proceedings and procedures regarding allegations of misconduct or serious misconduct commenced under the Macquarie University Enterprise Agreement 2003-2006 under this Agreement, at its discretion. If the University determines to do so, the following will apply:

- (a) any allegations received by any person or office under the Macquarie University Enterprise Agreement 2003-2006 will be dealt with as if the allegations were received by that person or office under this Agreement. For example, where the Office of Human Resources has received a report under clause 13.03.50 of the Macquarie University Enterprise Agreement 2003-2006, the Director, Human Resources may deal with the report as if it were allegations received under clause [4.21.7](#) of this Agreement and continue to deal with the allegations in accordance with this Agreement (and the prior steps required to be taken under this Agreement by the Supervisor or Head will be taken to have been complied with); and
- (b) the definitions of 'misconduct', 'serious misconduct' and 'disciplinary action' in the Macquarie University Enterprise Agreement 2003-2006 will apply in place of the definitions of 'misconduct', 'serious misconduct' and 'disciplinary action' under clause [4.21](#) of this Agreement and the relevant definitions of the Macquarie University Enterprise Agreement 2003-2006 will form part of this Agreement for the purposes of dealing with such allegations.

2.4.3 This Agreement operates to the exclusion of all former state awards and federal awards that would otherwise apply to Staff Members, including but not limited to the Awards listed below and any award that may succeed any of them:

- (a) Higher Education Academic Salaries Award 2002;
- (b) Higher Education General and Salaried Staff (Interim) Award 1989;
- (c) Higher Education Contract of Employment Award 1998;
- (d) Tertiary Education Superannuation Scheme (TESS) Superannuation Award 1988; and
- (e) National Training Wage Interim Award 1994 [Print L 5189 [N 0277]].

2.5 Equity and Equal Employment Opportunity (EEO)

Anti-discrimination

2.5.1 The University recognises its obligations under relevant legislation not to discriminate on the basis of race, colour, sex, sexual preference and/or relationship, transgender status, age, disability, HIV positive status or other irrelevant medical record, marital status, carer or family responsibilities, pregnancy, ethnic or ethno-religious background, trade union activity, political opinion or religious belief, descent or national identity, or social origin, and will work to help prevent and eliminate any such discrimination.

2.5.2 Nothing in this clause shall derogate from 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 Human Rights and Equal Opportunity Commission.

Pay Equity

- 2.5.3 The University will continue to monitor pay equity issues within the University and is committed to the development and implementation of appropriate strategies to identify and remedy problems.

Career Equity

- 2.5.4 Selection, tenure and promotion criteria will value and recognise the skills and experiences of women and members of other EEO Groups.
- 2.5.5 The University will implement and monitor procedures to ensure that all selection, tenure and promotion committees are aware of and apply such criteria.
- 2.5.6 The University will progressively implement strategies designed to overcome career path obstacles for all Staff but with particular emphasis on redressing points of disadvantage experienced by women and members of other EEO Groups.
- 2.5.7 The University will periodically report to Staff on existing and proposed strategies designed to equalise career opportunities for all Staff but with special reference to the position of women and other EEO Groups.

Access and Equity for People With Disabilities

- 2.5.8 The University is committed to making reasonable accommodation for Staff with disabilities to enable them to perform their duties. The University will continue to monitor and report on access and equity for Staff with disabilities and is committed to the development and implementation of appropriate strategies to remedy any identified problems.

2.6 Australian Workplace Agreements

- 2.6.1 The University may offer and enter into Australian Workplace Agreements (AWAs), which will operate to the exclusion of this Agreement and prevail over the terms of this Agreement to the extent of any inconsistency.
- 2.6.2 At the time of offering an AWA pursuant to sub-clause 2.6.1 above, the University will:
- (a) offer genuine and informed choice between the AWA and this Agreement;
 - (b) provide access to this Agreement;
 - (c) advise of the right to appoint a bargaining agent; and
 - (d) allow at least two weeks to consider any AWA offered.
- 2.6.3 Access to promotion, career progression, or appointment to other positions covered by this Agreement will not be linked to an individual's choice in agreement making.

2.7 Indigenous Employment

- 2.7.1 Macquarie University is committed to furthering the employment of Indigenous Australians. The University will continue to develop and promote Indigenous employment consistent with the Indigenous Employment Strategy and the operational needs of the University.
- 2.7.2 The University will administer the Indigenous Employment Strategy under the governance of a steering committee. The Indigenous Employment Strategy Steering Committee (IESSC) will operate as a partnership between Warawara, Department of Indigenous Studies and the University. The University will, on recommendation of the IESSC, establish goals to be met for the employment and career development of Indigenous Australians.

2.7.3 The objectives of the strategy are to:

- (a) maximise Staff development and career opportunities of Indigenous Staff Members;
- (b) increase the employment of Indigenous Australians by endeavouring to recruit and retain Indigenous Staff in Academic Staff and General Staff positions in all Divisions and Offices in proportion to the distribution of Indigenous people in the Australian community; and
- (c) ensure that all vacancies in General and Academic Staff positions in Warawara, Department of Indigenous Studies are filled by Indigenous people.

2.7.4 In pursuit of these objectives, the University will:

- (a) respect and support the cultural, social and religious systems practiced by Indigenous Australians;
- (b) ensure Staff Members are supported by institutional policies and procedures aimed at eliminating racism in the workplace and making the institution culturally responsive and responsible;
- (c) fund organisational training initiatives and a scholarship for an Indigenous General Staff Member to undertake a relevant undergraduate or postgraduate program. The scholarship will be offered annually; and
- (d) identify and implement training strategies for Staff appointed under the Strategy and other Indigenous Staff Members including preparatory and pre-employment training.

2.8 Occupational Health & Safety

Complying with OH&S Requirements

2.8.1 In matters relating to occupational health and safety, the University and its Staff Members are required to comply with relevant legislation and statutory requirements. The University will commit sufficient funding to meet OH&S requirements.

Medical Examinations

2.8.2 Where, in the course of their employment, a Staff Member engages in duties that expose them to:

- (a) infectious or contagious material or infected animals;
- (b) hazardous substances;
- (c) unforeseen noise sources;
- (d) radioactive or ionising radiation sources, lasers or X-rays;
- (e) the risk of contracting tetanus; or
- (f) the risk of contracting a communicable disease;

the University may advise or instruct the Staff Member to obtain regular medical examinations and reports and immunisation against infectious diseases. The University will reimburse the Staff Member for reasonably incurred costs.

2.8.3 Staff Members will be provided with a copy of the medical reports on request.

Clothing and Safety Equipment

2.8.4 Where 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.

- 2.8.5 The University will supply safety equipment as required under relevant legislation.
- 2.8.6 Staff Members provided with items of clothing or safety equipment will be required to wear or use these items whilst performing the duties for which it has been provided.
- 2.8.7 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.

Staff Amenities and Facilities

- 2.8.8 Rest rooms are provided for Staff Members who become ill at work.

Compensation for Loss or Damage to Personal Property

- 2.8.9 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

- 2.8.10 The University Counselling Service provides free short-term counselling assistance to Staff Members experiencing personal difficulties at work or at home.
- 2.8.11 Staff may also be referred to an external Employee Assistance Program (EAP) through the University Counselling Service. The University will pay for up to 5 visits to the EAP per Staff Member per year.

Alcohol and Drug Abuse

- 2.8.12 An individual's dependence on alcohol or other drugs is an illness that will be treated by the University like any other illness. If a Staff Member's performance or conduct is unsatisfactory due to dependence on alcohol or other drugs, they will not be dismissed or have any promotional opportunity risked simply because the University becomes aware of their dependence.
- 2.8.13 If a Staff Member appears to be affected by alcohol and/or any other drugs, they will not be allowed to work until they have an acceptable level of sobriety and their Supervisor believes that they are fit to work. Staff will not be tested for any form of alcohol or drug in the workplace.
- 2.8.14 If a Staff Member's performance or conduct is affected, they will be interviewed by their Supervisor and asked to take corrective action. Once a Staff Member's performance or conduct is satisfactory, the matter will be at an end.
- 2.8.15 Information about a Staff Member's dependency on alcohol or other drugs, the help provided, and the outcome will be treated confidentially.
- 2.8.16 If a Staff Member decides not to accept or ask for treatment or after a review period following treatment there is no improvement in their performance or conduct, further action will be taken in accordance with clause 4.20 (Unsatisfactory Performance) or, if necessary, clause 4.21 (Misconduct and Serious Misconduct).

2.9 Intellectual Freedom

- 2.9.1 The University is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University and in accordance with the University's Academic Freedom policy and Code of Conduct.
- 2.9.2 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 right to participate in public debates and express opinions about issues and ideas related to their discipline area;
 - (d) the right of all Staff Members to participate in professional and representative bodies and to engage in community service without fear of harassment, intimidation or unfair treatment; and
 - (e) the right to express unpopular or controversial views, although this does not mean the right to vilify, harass or intimidate.
- 2.9.3 In the exercise of intellectual freedom, Staff Members will act in a professional and ethical manner and will not harass, vilify or defame the University or its Staff Members.
- 2.9.4 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'.

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 competition on merit 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 had been advertised, will, upon written request, be provided with the reasons for her/his non-appointment within 7 working days of notification of the decision.
- 3.1.3 The Staff Member may apply to have that decision reviewed by the Director, Human Resources if they consider that:
- (a) the decision not to appoint was made in contravention of the appointment procedures; and/or
 - (b) the reasons given for not being appointed were inappropriate.
- 3.1.4 An appeal in respect of non-appointment to an advertised position may only be made if:
- (a) the Staff Member (appellant):

- (i) is not a casual Staff Member or a fixed-term Staff Member who has had less than 6 months service with the University;
- (ii) satisfies the advertised minimum requirements for the position; and
- (iii) is willing and able to take up the duties of the position concerned;
- (b) the person appointed to the position concerned is already employed by the University;
- (c) the appointment is a continuing appointment or, if it is a fixed-term appointment or secondment, the term is for two years or more; and
- (d) the position applied for:
 - (i) carries a higher salary than that currently occupied by the appellant; and
 - (ii) is below Level D or Band 2 of Level 10.

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

3.1.6 Appeals will be dealt with in accordance with the University's recruitment and selection policies as varied from time to time.

3.2 Instrument of Appointment

3.2.1 At the time of appointment the University will supply a Staff Member 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, which 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:

- 4% 1 November 2006
- 3% in the first full pay period on or after 1 November 2007
- 4% in the first full pay period on or after 1 November 2008
- 4% in the first full pay period on or after 30 June 2009

Lodgement Bonus

Staff Members employed in one of the following categories, at the date of lodgement of the agreement, will be entitled to a bonus on the following basis. The bonus will be paid in the first full pay period after the date on which the Agreement comes into operation:

- (a) Full-time continuing and fixed-term Staff Members shall be entitled to a one-off bonus of \$1000.00 gross (less applicable tax); or
- (b) Part-time continuing and fixed-term Staff Members shall be entitled to a one-off pro-rata payment based upon their substantive engagement; or
- (c) Casual staff who worked in excess of 1260 hours in the year 1 July 2005 – 30 June 2006 will receive a one-off bonus of \$500.00 gross (less applicable tax).

Salary Rates

- 3.3.2 The salaries in **Schedule 1** are in compensation for all ordinary hours specified in clauses **3.7.3** and **3.7.5** 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 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 General Staff classification descriptors and appropriate rates of pay, as contained in the Agreement.
- 3.3.7 Any Level A Academic who is required to carry out full subject coordination as part of his/her normal duties will be paid salary no less than Step 6 on the Level A salary scale. If a Level A Academic is undertaking the most complex levels of unit coordination, he/she will be paid by Allowance to Level B. The step paid within Level B will reflect the period of time the Level A Academic is required to undertake the most complex levels of unit coordination. Any Level A Academic who on appointment holds, or during appointment gains, a relevant doctoral qualification will be paid salary no less than Step 6 on the Level A salary scale.

Payment of Salaries

- 3.3.8 Salaries will be paid fortnightly by direct electronic funds transfer to an account nominated by the Staff Member at an Australian based financial institution.
- 3.3.9 The University will generally issue pay slips to Staff electronically. In circumstances where Staff do not have access to electronic means of receiving the pay slip a hard copy will be provided.

Flexible Salary Packaging

- 3.3.10 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.
- 3.3.11 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 Commonwealth 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 and he/she will be paid the greater of \$61 per week (or the amount set by the Supported Wage System from time to time) or the applicable percentage (10-90%) of the minimum rate of the relevant classification level for the position in which the Staff Member is employed. Where the assessed capacity is 10%, 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), State Authorities Superannuation Scheme (SASS) or Macquarie University Professorial Superannuation Scheme may retain that membership and the University will make employer superannuation contributions in accordance with the relevant scheme.
- 3.5.2 For all other Staff Members, the University will make the following employer superannuation contributions to UniSuper:
- (a) 17% 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) 9% of ordinary time earnings if the Staff Member is employed on a fixed-term contract of less than two years; or
 - (c) 9% of ordinary time earnings 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 \$2,135 (or the amount notified by UniSuper from time to time) in either of the 6 month periods between 1 January and 30 June or 1 July and 31 December each year; or
 - (d) 3% of ordinary time earnings from the end of the calendar year in which the Staff Member turns 70 years of age regardless of employment status.
- 3.5.3 Provided that the University's Trust Deed and Deed of Covenant with UniSuper so allow, a Staff Member who is a member of UniSuper and who is eligible to receive the employer superannuation contribution specified in sub-clause 3.5.2(a) may elect 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 Staff Member may be subject to a reasonable probationary period appropriate to the nature of the work being undertaken.
- 3.6.2 Appointments to continuing Academic positions may be subject to a probationary period of up to 3 years.
- 3.6.3 Appointments to fixed-term Academic positions may be subject to a probationary period of up to 2 years.
- 3.6.4 All General Staff positions may be subject to a probationary period of up to 6 months.
- 3.6.5 Probation may be considered, but usually will not apply, in the case of a second or subsequent continuing appointment. A second or subsequent fixed-term appointment to the same position or to an essentially similar position will not contain a probationary period.
- 3.6.6 Probation will not apply in cases of secondment, transfer or promotion. A probationer who is promoted will have their appointment confirmed from the date of effect of the promotion.

- 3.6.7 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.
- 3.6.8 The Supervisor will provide regular feedback to the Staff Member during the probationary period. Where there is a probationary period of greater than 3 months the Supervisor will conduct a review halfway through the nominated period.
- 3.6.9 The Supervisor will undertake a formal probationary review 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 Program (clause 5.2).
- 3.6.10 After conducting the probationary review, the Supervisor will make a recommendation to the University that the Staff Member is either confirmed in the position or the appointment be terminated. Where the Supervisor recommends termination, the report must be forwarded to the Head for approval. If termination is approved, the following notice periods shall apply:

Length of Contract	Period of Notice
Fixed-term of 1 year or less	The lesser of 2 months or to the end of the fixed-term appointment (or payment in lieu)
Continuing appointment or fixed-term of more than 1 year	6 months (or payment in lieu)

3.7 Types of Employment

- 3.7.1 A Staff Member will normally be employed in the types of employment prescribed in this clause. There shall 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 General Staff, full time employment means 70 ordinary hours per fortnight; for Academic Staff, full time employment means a nominal 70 ordinary hours per fortnight.
- 3.7.4 Full-time employment may be offered to a Staff Member on a continuing or fixed-term appointment.

Part-time Employment

- 3.7.5 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.
- 3.7.6 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.

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.

Fixed-Term Employment

- 3.7.8 “Fixed-Term” employment means:
- (a) employment for a specified term or ascertainable period, for which the instrument of appointment will specify the starting and finishing dates; or
 - (b) employment in connection with a specific task or project, which will terminate upon the occurrence of a specified contingency related to the task or project; or
 - (c) a period of employment to teach NCELTR courses.
- 3.7.9 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 external funding essential to the employment ceases or the work is no longer required to be undertaken; or
 - (c) for cause based on unsatisfactory performance or serious misconduct.
- 3.7.10 For the purpose of this clause, breaks between fixed-term appointments of up to three months in total in any 12 month period will not constitute breaks in Continuous Service.

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

- 3.7.11 Sub-clause 3.7.11 applies where a Staff Member has a fixed-term contract that commenced after this Agreement came into operation (whether or not the Staff Member was previously employed by the University on a fixed-term contract or otherwise).

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 clause 3.7.9, the Staff Member’s employment will end on the specified end date or occurrence of the contingency specified in the contract of employment. Where the University makes a determination to continue a position with the same or substantially similar duties, or where there have only been inconsequential changes to the position, the Staff Member will be offered further employment in the position provided that:

- (a) he/she was initially appointed through an externally advertised competitive selection process; and
 - (b) he/she is demonstrating satisfactory performance in all aspects of the position; and
 - (c) in the case of substantially similar duties, the University is satisfied that he/she has the capacity to meet any new duties or competencies that may be required.
- 3.7.12 The University will provide to a fixed-term Staff Member a written notice (including by email) of 5 weeks of its intention to offer, or not to offer, further employment with the University upon the expiry of the contract except where:
- (a) the Staff Member is on a pre-retirement contract; or
 - (b) the Staff Member is on a fixed-term contract of less than six months.
- 3.7.13 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 clause 3.7.12 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.

Conversion from Fixed-Term to Continuing Employment

- 3.7.14 A Staff Member on a fixed-term contract is eligible to apply to convert his or her employment to continuing employment in circumstances where the University has determined that continuing work of the same or substantially similar duties and requisite funding are available and:
- (a) the current contract is the second or subsequent consecutive fixed-term appointment for the Staff Member; or
 - (b) the period of fixed-term employment has exceeded a continuous period of three (3) years;
- and the following two requirements are met:
- (a) the Staff Member was originally appointed following a competitive merit based selection process; and
 - (b) the performance of the Staff Member since appointment has been satisfactory.
- 3.7.15 The provisions of subclause 3.7.14 do not apply to fixed-term contracts for:
- (a) Academic positions at Level D or above;
 - (b) General Staff positions above level 9; and
 - (c) English language teaching positions at category 3 or above.
- 3.7.16 While the University will consider applications for conversion from fixed-term to continuing employment, approval will be at the discretion of the University.
- #### **Severance Pay for Fixed-Term Staff Member**
- 3.7.17 Where a fixed-term Staff Member is terminated prior to the expiry of his or her fixed-term contract in accordance with sub clause [3.7.9\(b\)](#), the University will pay the Staff Member the lesser of:
- (a) the salary which the Staff Member would have received if they had continued employment until the expiry of the fixed-term contract; or
 - (b) the retrenchment benefit payable under subclause [6.2.17](#).
- 3.7.18 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 [3.7.20](#) or [3.7.21](#) below, except where:
- (a) the Staff Member was employed on a first fixed-term contract where the position is of a type described in subclauses [3.7.20\(a\)-\(c\)](#), unless a position with the same or substantially similar duties continues to be required but another person has been appointed, or is to be appointed, to that position; 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 senior management position.
- 3.7.19 The University, in a particular case, may make an application to the AIRC to have the severance payment entitlement varied if it obtains acceptable alternative employment for the Staff Member.

3.7.20 Where a Staff Member is entitled to a severance payment in accordance with subclause 3.7.18 above, the following payments will apply where the position is:

- (a) funded from an identifiable source(s) external to the University that is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students; or
- (b) a research only position; or
- (c) for a specific task or project.

Length of Continuous Service	Severance pay
Up to 1 year	0 weeks pay
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

3.7.21 Where a Staff Member is entitled to a severance payment in accordance with subclause 3.7.18 above, the following payments will apply for all other fixed-term positions other than those specified in subclause 3.7.20 above:

Length of Continuous Service	Severance pay
More than 1 year but less than 2 years	4 weeks' pays
2 years or more but less than 3 years	6 weeks' pay
3 years or more but less than 4 years	7 weeks' pay
4 years or more but less than 5 years	8 weeks' pay
5 years or more but less than 6 years	9 weeks' pay
6 years or more but less than 7 years	10 weeks' pay
7 years or more but less than 8 years	11 weeks' pay
8 years or more but less than 9 years	12 weeks' pay
9 years or more but less than 10 years	15 weeks' pay
10 years or more	20 weeks' pay

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

- 3.7.23 Periods of continuing employment prior to commencing a fixed-term contract, casual employment or approved unpaid leave will not count as Continuous Service for the purposes of clauses 3.7.20 or 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.

Casual Employment

- 3.7.25 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 23% that is paid in compensation for the casual nature of the appointment and for all forms of leave (excluding long service leave) and any other relevant entitlements.
- 3.7.26 Notwithstanding the provisions of subclauses 3.7.27 to 3.7.32, a casual Staff Member will not have any expectation of continuing employment.

General Staff Casual Employment - Conversion Arrangements

- 3.7.27 A casual General Staff Member is eligible to 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 twelve months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50 percent 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 twenty four months.
- 3.7.28 For the purposes of this clause casual work performed by the Staff Member in another classification, job or work unit shall not:
- (a) affect the Staff Member's eligibility for conversion; nor
 - (b) be included in determining whether the Staff Member meets eligibility requirements.
- 3.7.29 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 her/his status as a student is irrelevant to his/her 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 twenty six (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; or
 - (f) the work subject to the application for conversion is ad hoc, intermittent, unpredictable or involves hours that are irregular.

- 3.7.30 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.
- 3.7.31 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.
- 3.7.32 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 clause [3.7.29\(c\)](#) above; and
 - (b) that ground ceased to apply.

Seasonal Employment of General Staff

- 3.7.33 "Seasonal employment of General Staff" means employment offered on a continuing or fixed-term basis to work one or more periods or seasons in each calendar year.
- 3.7.34 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.

Conversion to Part-Time Employment for a Fixed Period

- 3.7.35 A Staff Member may apply to temporarily convert from full-time to part-time employment. Written applications at least three (3) months prior to the proposed date of conversion, should include the following information:
- (a) the fraction of the appointment proposed to be worked;
 - (b) the duration of the proposed conversion to part-time employment which will be no longer than 3 years;
 - (c) the reason for the application; and
 - (d) a recommendation from the Supervisor.
- 3.7.36 At the conclusion of the period of part-time employment, the Staff Member shall resume their substantive full-time appointment.
- 3.7.37 While the University will consider applications for conversion to part-time employment for a fixed period, approval will be at the discretion of the University.

4. Working at Macquarie University

4.1 Leave

The following table sets out the basic entitlements for Staff in each of the leave categories. 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.

Leave Type	Employment Category	Entitlement	Conditions
Annual Leave	Full-time Academic and General Staff	140 hours (4 weeks) per year.	Supervisors are to ensure that Staff have the opportunity to take annual leave in an unbroken period at a mutually convenient time. The University may, with 3 months written notice, direct a Staff Member to take up to 70 hours annual leave once they have an accrual of 280 hours annual leave (or pro-rata for part-time). Leave loading of 17.5 % of ordinary salary for the period of leave accrued. (Maximum payments apply see policy).
	Part-time Academic and General Staff	Accrues on a proportionate basis of the full time entitlement.	
	7 day continuous shift workers	175 hours (5 weeks) per year.	
	Casual Academic and General Staff	No entitlement, loading included in hourly rate in lieu of annual leave.	
Personal Leave (Includes Sick & Family Responsibility Leave)	Full-time Academic and General Staff	Staff Members employed at date the Agreement comes into operation will be credited with an entitlement of 630 hours (18 weeks) from the date of lodgement of the Agreement. Staff Members employed after the date the Agreement comes into operation will be credited with an entitlement of 350 hours (10 weeks) on date of commencement of employment. Staff will accrue an additional 105 hours (3 weeks) per annum from the date on which the Staff Member received the initial credit of personal leave entitlement. Personal leave accrues up to a maximum of 1820 hours (52 weeks).	A Staff Member must provide supporting documentation for absences in accordance with University policy. May be used for absences due to: - illness or injury (not arising out of employment); - care of a Family member; - compassionate/bereavement leave; - moving to a new residence. Staff may access alternative employment arrangements provided for in this Agreement to assist with the management of longer term family responsibilities.
	Part-time Academic and General Staff	Pro rata of the full time entitlement.	
	Casual Staff	No entitlement to paid personal leave.	
Special Leave	All Staff (excluding casuals)	Additional paid leave granted at the discretion of the University.	May be granted for compassionate or extraordinary circumstances.

Religious, Cultural & Ceremonial Obligations	All Staff (excluding casuals)		Supervisors will assist Staff by approving annual leave, flexible work arrangements, leave without pay or other applicable leave under this clause for observance of holy days or attendance at essential religious, cultural or ceremonial duties associated with the Staff Member's faith or culture.
	Indigenous Staff Members	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 (LSL) (LSL is centrally funded)	Full-time Staff Member	On completion of 10 years full time Continuous Service - 3 months paid leave. For Continuous Service between 10 and 15 years - 9 calendar days per year of Continuous Service. On completion of 15 years full-time Continuous Service - 4.5 months. On completion of each additional year of full time Continuous Service after 15 years - 15 calendar days per year of Continuous Service.	Maximum accrual is 4.5 months before a Staff Member is required to take a minimum 6 weeks LSL with 12 months written notice. To be taken as a minimum period of 7 calendar days. Recognition of previous Continuous Service subject to policy. Where a Staff Member has completed at least 5 but less than 10 years Continuous Service and their service is terminated in accordance with policy the Staff Member is entitled to a proportionate amount of LSL on the basis of 2 months for 10 years Continuous Service.
	Part-time Staff Member	Accrues on a proportionate basis of full time entitlement.	
	Casual Staff Member	Accrues on a proportionate basis of full time entitlement.	
Parental Leave (includes the birth or adoption of a child)	Full time continuing and fixed term – primary carer	14 weeks paid leave upon commencement. Additional 12 weeks paid leave with more than 1 years Continuous Service. Unpaid parental leave up to the child's 2 nd birthday. Up to 2 days paid leave to attend compulsory interviews as part of an adoption procedure.	See Schedule 4 Fixed-term and Long Term Casual Staff Members, who satisfy eligibility requirements, will be entitled to payment for the full period of parental leave. If a Staff Member's partner is employed by the University, paid leave may be shared up to the total of 26 weeks.
	Part time or Long Term Casuals – primary carer	Paid on proportional basis of the full time entitlement.	

Partner's Leave	Full-time and part-time Academic and General Staff	Up to 4 weeks paid leave (pro-rata for part-time Staff). Up to 4 weeks unpaid leave.	Entitlement to parental leave will be reduced by any partner's leave taken at the time of the birth or adoption of the child.
Defence Forces Leave	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 Unit.	Only members of Reserve Forces. In accordance with Federal Government Provisions. Period of leave granted subject to documentary evidence from applicable Reserve Force.
Jury Leave	All Staff (excluding casuals)	Paid leave.	Must provide proof of attendance, duration and amount received. Any amounts received for attendance (other than meal and/or travel allowances) are to be paid to the University.
Leave to attend proceedings as a witness	All Staff (excluding casuals)	Crown Witness will be considered as being on duty for the working period involved.	Fees received other than out of pocket expenses will be paid to the University.
		Witness on behalf of the University or as a witness in proceedings relating to a University Award or Agreement will be considered as being on duty.	No fees will be paid.
		Other than above, a Staff Member summoned or called as a witness is required to take leave or make alternative working arrangements.	
Leave to assist in emergencies and disasters	All Staff (excluding casuals)	Paid Leave.	Staff Member advises the University as soon as possible of call in to emergency or disaster. Staff Member is not required by the University for essential operations or emergency services. The voluntary organisation certifies that the Staff Member was required for the specified period.

Public holidays and University Concessional Days	All Staff (excluding casuals)	Paid leave for all declared public holidays in NSW. 3 days paid leave between 26 December and 1 January.	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 relevant policies.
Leave Without Pay	All Staff	Leave not paid.	Subject to the convenience of the University. Usually exhaust annual leave credits before applying for leave without pay.
Study Time	General Staff and English Language Centre Teachers	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: - 25 days for courses of 2 years minimum duration; - 35 days for courses of 3 years minimum duration; - for doctoral studies the total grant is 45 days.	Eligibility is based on relevance of the course of study to the Staff Members current or potential employment with the University. Study time will not generally be granted for repeat subjects. Study time can only be used during teaching periods in the relevant course. The Staff Member will meet costs associated with the course of study. Entitlements for part-time Staff will be on a pro-rata basis.
Examination Leave	General Staff and English Language Centre Teachers	Up to 10 days paid leave in any one academic year granted on the basis of 2 days leave for each subject in which the Staff Member has a formal examination. Entitlements for part-time Staff will be on a pro-rata basis.	
Graduation Ceremony Leave	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.	Leave is only granted where Staff are graduating at a ceremony held during normal working hours.

English Language Training	All Staff (excluding casuals) from a non-English speaking background	Minimum of 100 hours subject to an appropriate needs assessment.	Training will be aimed at Staff who are unable to meet standards of communication to advance career prospects, or who constitute an OH&S risk to themselves and/or fellow Staff.
----------------------------------	--	--	--

4.2 Hours of Work – General Staff Members

- 4.2.1 The ordinary hours of duty for full-time General 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 8 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 4 non working days in each fortnightly cycle. General Staff Members' workloads must be equitable, transparent and realistic within the 70 hour fortnight.
- 4.2.2 Full-time and part-time General 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 General Staff Members will be engaged on an hourly basis, with the minimum period of engagement (and/or payment) being 3 consecutive hours on any day or for Macquarie University students 3 hours in any week during term. Employment may be terminated by giving one hour's notice on either side.
- 4.2.4 The maximum number of ordinary hours of work for a casual General Staff Member is 7 hours in any day. However, up to 10 hours may be worked by mutual agreement between the Staff Member and their Supervisor.

4.3 Overtime – General Staff Members

- 4.3.1 The University may require a full-time General 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.
- 4.3.2 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.
- 4.3.3 A full-time General Staff Member whose salary does not exceed the maximum rate of salary for level 8 will be paid overtime or be granted time off in lieu 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 2 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 4 hours. Where overtime is performed for essential work of feeding and watering animals etc., the minimum payment will be 3 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 4 hours. Where overtime is performed for essential work of feeding and watering animals etc., the minimum payment will be 3 hours.

4.3.4 Each day's overtime will stand alone and will be calculated to the nearest quarter hour.

4.3.5 Where the Staff Member has 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 6 months from when the overtime was performed. Payment will be made for the overtime worked if a mutually convenient time cannot be agreed.

4.3.6 Part-time General Staff Members who work 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 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. Normal overtime rates will apply for hours worked in excess of 70 per fortnight.

4.3.7 Casual General Staff Members are entitled to payment at overtime rates for work in excess of 7 or, by mutual agreement, 10 hours on any day or 35 hours in a week and work on public holidays.

Break after overtime

4.3.8 When overtime is necessary, a Staff Member must have at least 10 consecutive hours off duty between work on successive days, if reasonably practicable.

4.3.9 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 he/she is released from duty; and
- (b) where he/she is released from duty during ordinary working hours, he/she must be paid for ordinary working time for the rest of the day.

4.3.10 This provision applies to a shift worker as if 8 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 him/her.

4.4 Meal Breaks – General Staff Members

4.4.1 A General Staff Member will not be required to work more than 5 hours without a meal break. Meal breaks will be not less than 30 minutes and no more than 1 hour (unless authorised by the University). Staff will be clearly informed of meal break times.

4.4.2 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.

4.4.3 Where 2 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 1 hour will be taken. Overtime rates are not payable for meal breaks.

4.4.4 General Staff who satisfy the requirements of clause 4.4.3 will be paid a meal Allowance in accordance with Schedule 3 of this Agreement.

4.4.5 This clause 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 – General Staff Members

4.4.6 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.

4.5 Washing Time – General Staff Members

4.5.1 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.

4.6 Penalty Rates – General Staff Members

4.6.1 The following penalties are paid to General Staff Members in addition to the ordinary rate of pay where ordinary hours of duty commence during the periods set out below:

Shift Work	Allowance
<i>Early Morning Shift Mon-Fri</i> At or after 4.00am and before 6.00am	10% of ordinary rate for time worked
<i>Day Shift Mon-Fri</i> At or after 6.00am and before 10.00am	No allowance
<i>Early Afternoon Shift Mon-Fri</i> At or after 10.00am and before 1.00pm	10% of ordinary rate for time worked
<i>Afternoon Shift Mon-Fri</i> At or after 1pm and before 4.00pm	12.5% of ordinary rate for time worked
<i>Night Shift Mon-Fri</i> At or after 4.00pm and before 4.00am	15% of ordinary rate for time worked
<i>Permanent Night Shift (defined below)</i>	30% of ordinary rate for time worked
<i>Saturday</i> At or after midnight Friday & before midnight Saturday	50% of ordinary rate for time worked
<i>Sunday</i> At or after midnight Saturday & before midnight Sunday	75% of ordinary rate for time worked
<i>Public Holidays</i>	150% of ordinary rate for time worked

4.6.2 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.

- 4.6.3 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.
- 4.6.4 A Casual General Staff Member who, at the request of the University, works on Saturday and/or Sunday 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.

4.7 Call Back Arrangements and Emergency Contacts – General Staff Members

- 4.7.1 To ensure effective operation of the University, particularly where providing critical services, certain General 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

- 4.7.2 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 is 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:

Day	Allowance
Monday to 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

- 4.7.3 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 4 hours being paid. Payment for duty exceeding 4 hours is made at relevant overtime rates where actual duty has either exceeded 4 hours or has accumulated to exceed 4 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 clause 4.7.2 is suspended when overtime is paid.
- 4.7.4 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 1 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 clause 4.7.2 is not paid whilst receiving overtime rates.

READY B – Emergency Contact Staff

- 4.7.5 “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.
- 4.7.6 Should these Staff perform extra duties, they will receive payment in accordance with clauses 4.7.3 and 4.7.4.

Additional Requirements

- 4.7.7 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.
- 4.7.8 The University will provide equipment used to contact Staff out of hours. The cost of returned calls will be reimbursed.
- 4.7.9 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.

4.8 Work Rosters – General Staff Members

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 shift rosters will be notified at least 7 days prior to becoming operative;
- (d) where a Staff Member is absent from duty because of illness, or there is an emergency, a shift roster may be changed with less than 7 days 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.

4.9 Higher Duties Allowance

- 4.9.1 Where the University requires a Staff Member to perform 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 and 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.
- 4.9.2 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.
- 4.9.3 When the Staff Member has performed higher duties for more than 12 months the Supervisor will take action to have the position classification reviewed by Human Resources, begin recruitment action or provide Human Resources with reasons for continuation of the Higher Duties Allowance.
- 4.9.4 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.

- 4.9.5 A Staff Member who receives a Higher Duties Allowance for a period in excess of 20 working days will be paid such allowance for all paid leave taken during that period.
- 4.9.6 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.

4.10 Position Classification for General Staff

- 4.10.1 The University will classify General Staff positions up to and including Level 9 in accordance with [Schedule 5](#) of this Agreement.
- 4.10.2 General Staff positions within the level 10 bands will be classified using a recognised external job evaluation method.
- 4.10.3 The University may refer a position description for review of its classification level in accordance with the descriptors, as found at [Schedule 5](#) of this Agreement. Position descriptions will 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.
- 4.10.4 A Staff Member may apply in accordance with the University's policy on Position Classification Review for General Staff to have their position reviewed in order to establish the appropriate classification level of that position.
- 4.10.5 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.
- 4.10.6 The position classification review will be:
- (a) of the position not the incumbent;
 - (b) applied consistently for all positions covered by salary Levels 1 to 9;
 - (c) based on an assessment of the position description documentation against the classification standards as set out in [Schedule 5](#), and
 - (d) transparent, with the outcomes documented.
- 4.10.7 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 application for review was lodged with the Human Resources Office.
- 4.10.8 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.
- 4.10.9 The classification of positions will be carried out in accordance with the University's policy, procedures and administrative arrangements for Position Classification Review of General Staff Positions that are in place from time to time.

4.10.10 The University will engage the services of an organisation that are experts in job evaluation to align evaluation ratings with the level 10 salary bands in this Agreement. The outcome of this project will be presented to the SCG for their consideration within 12 months of this Agreement coming into operation.

4.11 Home Based Work Arrangements

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

4.11.2 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.

4.12 Outside Work

Outside Work with a Monetary Value

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

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

4.12.3 The provisions in clause 4.12.1 and 4.12.2 apply to all full-time Academic Staff Members and all part-time Academic Staff Members whose part-time appointment is at a time fraction of 0.8 or above.

4.12.4 A General Staff Member must obtain the University's prior written consent if the Staff Member engages in any Monetary Activity during Work Time.

4.12.5 For the purposes of this clause:

- (a) **Work Time** means a General Staff Member's ordinary hours of work (as referred to in clause 4.2) or whilst 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.

4.12.6 The University has the discretion to impose reasonable conditions (including ceasing the activity) on:

- (a) an Academic Staff Member in relation to the performance of any Monetary Activity, which the Staff Member must comply with; and
- (b) a General Staff Member in relation to the performance of any Monetary Activity in Work Time.

Conflict of Interests

- 4.12.7 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.
- 4.12.8 If an Academic Staff Member or a General 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.
- 4.12.9 Without limiting the remainder of this clause if a Conflict arises, or may arise, as a result of a Staff Member being a shareholder, joint venturer, an investor, unit holder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier then the Staff Member must immediately and fully disclose the Conflict to the University in writing and must resolve the Conflict as reasonably required by the University.
- 4.12.10 The University has the discretion to impose reasonable conditions (including ceasing the activity) on an Academic Staff Member or a General Staff Member in relation to the performance of any Conflict Activity.

General

- 4.12.11 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.
- 4.12.12 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.

4.13 Staff Consultative Group

- 4.13.1 The University is committed to consulting with Staff about matters affecting their employment, including the matters specifically referred to in this Agreement. To facilitate Consultation, the University will establish a SCG within three months of this Agreement coming into operation.
- 4.13.2 The SCG will provide a mechanism for direct Consultation on workplace relations, human resources and other employment matters such as:
- (a) implementation of the Agreement;
 - (b) developing, establishing, varying or revoking any policy, procedure, guideline or code of the University whether or not referred to in this Agreement;
 - (c) Staff development;

- (d) workplace diversity policy and programs; and
- (e) strategic Occupational Health and Safety policy and programs.

4.13.3 The SCG will comprise:

- (a) one Academic Staff Member elected by and from Academic Staff in each Division;
- (b) one Academic Staff Member elected by and from those Academics not attached to a Division;
- (c) one General Staff Member elected by and from General Staff in each Division excluding Macquarie Graduate School of Management;
- (d) six General Staff Members elected by and from General Staff in electorates as determined by the University;
- (e) four nominees of the CPSU who are Staff Members of the University; and
- (f) four nominees of the NTEU who are Staff Members of the University.

4.13.4 Management representatives will attend and participate in all meetings of the SCG. Management representatives will provide information on matters under consideration and receive feedback from the SCG. The Chair, elected by members of the SCG, will communicate with the University via the Director, Human Resources.

4.13.5 Members of the SCG will be elected for a term of two years.

4.13.6 Meetings of the SCG will be convened quarterly. Members will be allowed reasonable time during working hours to attend and prepare for meetings. The University will provide an appropriate level of resources and support to the SCG.

4.14 Managing Change in the Workplace

4.14.1 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.

4.14.2 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. 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, but not limited to, the introduction of new technology or other changes to programs or organisation structure; or
- (e) the closure of a University work unit or part of a University work unit; or
- (f) changes which invoke clause [6.2](#).

4.14.3 Staff Members will be entitled to request the advice or assistance of their Staff representative(s), if they so choose, at any stage of discussion of the workplace change.

- 4.14.4 During the Consultation process the University will provide, to all affected Staff, 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; and
 - (d) the financial implications of the proposed change.
- 4.14.5 As part of the Consultation process affected Staff 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, if they so choose, their representatives before making a decision whether or not to proceed with the workplace change.
- 4.14.6 When the University confirms a decision to proceed with the change proposal, it will:
- (a) inform affected Staff;
 - (b) undertake an assessment of the potential impacts on EEO target groups, indigenous employment strategies and the job security of Staff in the affected area;
 - (c) where necessary, undertake an assessment of Staff training needs arising from the change;
 - (d) consult with affected Staff about the implementation of the change; and
 - (e) consult with affected Staff about a process for monitoring the effects of the change after implementation.
- 4.14.7 Where implementation of workplace change leads to a position becoming redundant, the University shall implement the redundancy provisions of this Agreement.

4.15 Summer Term

- 4.15.1 Academic Staff Members may be asked but will not be required to contribute to the Summer Term in accordance with the standard workload arrangements.
- 4.15.2 If a Staff Member agrees to participate in the Summer Term and they are otherwise fully committed, they may be permitted to undertake teaching in the Summer Term for additional remuneration.

4.16 Discipline Profiles

- 4.16.1 Each academic discipline is to draw up a single profile, consistent with the Minimum Standards for Academic Levels (MSALs) in **Schedule 6** of this Agreement, which shows its specific and realistic expectations for leadership and practice in the areas of teaching, scholarship and research, and service for each of the levels of Associate Lecturer, Lecturer, Senior Lecturer, Associate Professor and Professor. Discipline profiles are used to inform the processes of appointment, probation, performance development and review and promotion.
- 4.16.2 The Head of Division will ensure each discipline (or Department, if it covers the discipline) maintains a profile. The Head is responsible for approval of discipline profiles.

- 4.16.3 The profile should take into account the full range of activities undertaken by Academic Staff Members as well as the diversity of the discipline.
- 4.16.4 The stated requirements at each classification level are to reflect the expectations for satisfactory performance at the particular level of appointment.
- 4.16.5 Disciplines need not update their profile each year, but no longer than 3 years is to elapse between reviews of the discipline profile.
- 4.16.6 Each Staff Member in the discipline will be provided with a copy of the profile. Staff Members who have been working to an existing profile will be given sufficient time to adjust to a revised profile.

4.17 Academic Workloads

- 4.17.1 Each Division will have an academic workload model, which will include departmental models. These will be developed through normal collegial processes. The Dean will be responsible for the review and approval of the divisional and departmental workload models.
- 4.17.2 Senior academics must be available for University administrative work. Their work in a leadership role will be recognised in the divisional workload model.
- 4.17.3 Duties and workloads must be consistent with the Minimum Standards for Academic Levels (MSALs) and reflect Discipline Profiles.
- 4.17.4 Maximum workload allocations (teaching, research, administration for teaching and service) are to be set within a limit of 1575 working hours per year (45 weeks at 35 nominal hours per week) for full-time staff. Workload allocations for part-time staff are to be adjusted proportionally.
- 4.17.5 Professional outreach is only to be included in the workload when it is integral to University work, eg clinical practice required to maintain professional registration.
- 4.17.6 The specification of maximum teaching and administration for teaching allocations over the whole year is in term of the delivery, administration for teaching and associated working times for lectures and tutorials within each workload pattern, as follows:

Pattern	Delivery, administration of teaching and associated working time
Teaching weighted pattern	60% (945 hours)
Teaching and research pattern	40% (630 hours)
Research weighted pattern	15% (236 hours)
Administrative service pattern	15% (236 hours)

- 4.17.7 No fixed-term or continuing Academic Staff Member or academic position will be classified as 'teaching only'.
- 4.17.8 Workload models must include specific limits (not norms) for each of the following:
 - (a) face-to-face contact hours;
 - (b) hours of 'repeat' or 'basic' lectures;
 - (c) hours of 'developed' or 'specialised' lectures;
 - (d) total number of lecture hours, in any week, averaged over the teaching weeks; and

- (e) the number of units coordinated per semester, averaged over a year (this may include specification of the level and/or size of units).
- 4.17.9 Workload models may specify that the limits in clause 4.17.6 may be exceeded in the case of 'block' or vacation teaching, for a period of up to four weeks per half year.
- 4.17.10 In addition, in a teaching and research pattern, a Staff Member will not be required to:
- (a) teach in more than 3 units per week;
 - (b) teach in more than 2 terms in a 3 term system;
 - (c) teach across a span of more than 9 hours on any day;
 - (d) teach morning classes within 12 hours of the conclusion of their previous day's teaching.
- 4.17.11 In each Department, the process and basis of workload allocation and its outcome for each Staff Member will be decided after consulting with continuing, fixed-term and long-term casual Staff.
- 4.17.12 Following Consultation between the Head of Department and Staff Member, an annual, written workload allocation will be developed by the Head of Department for each Staff Member prior to the end of each calendar year. The allocation will specify the workload pattern that the Staff Member will undertake in the coming academic year.
- 4.17.13 Each Staff Member will be given a schedule showing their workload allocation and that of all Staff Members in the Department for the academic year (or semester).
- 4.17.14 A full schedule of workload allocations will be approved by the Head of Division and published within the Department.
- 4.17.15 If circumstances change during the year, the workload allocation and/or workload pattern may be varied after consultation between the Head of Department and Staff Member and the changes will be recorded and published. Any changes must be consistent with the divisional workload model.
- 4.17.16 The workload model and allocation processes must be open, consultative and transparent.
- 4.17.17 Each of the workload patterns will be recognised equally for the purposes of appointment, probation and promotion.
- 4.17.18 Outside work is not part of the workload and is subject to approval under clause 4.12.
- 4.17.19 Unless a Staff Member is specifically recruited for off-shore work, teaching off-shore will be done on a voluntary basis.

4.18 Dispute Settling Procedures

- 4.18.1 It is agreed that the University and all of its Staff Members have an interest in the proper application of this Agreement, and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 4.18.2 Subject to clause 4.18.14, in the event of a dispute relating to this Agreement or matters relating to a written policy of the University regarding the employment, as varied or replaced from time to time, the University and the Staff Member will first attempt to resolve the matter within the workplace, in accordance with this clause. However, no University policy or part of a University policy shall constitute a term of this Agreement.
- 4.18.3 At any stage of the dispute a Staff Member may appoint in writing another person, organisation or association to accompany or represent them in relation to the dispute.

- 4.18.4 In the first instance the Staff Member will discuss the matter with the Staff Member's relevant Supervisor or where appropriate, a Staff Member who is more senior than the Staff Member's Supervisor and attempt to resolve the dispute.
- 4.18.5 Where a dispute is not resolved under subclause 4.18.4, at the written request of a party to the dispute, a Disputes Committee shall be convened within 5 working days of receipt of the request, unless agreed otherwise. The Disputes Committee shall consist of equal numbers of nominees of management and Staff Member/s involved in the dispute and/or their representatives, if they so choose.
- 4.18.6 The Disputes Committee shall meet with the parties to the dispute and attempt to resolve the dispute within 5 working days of the Disputes Committee being convened. Any resolution shall be in the form of a written agreement subject, if necessary, to ratification by a party to the dispute.
- 4.18.7 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 by an agreed private mediator.
- 4.18.8 Where the matter in dispute remains unresolved, and the steps in subclauses 4.18.2-4.18.6, where appropriate, have been taken, a party to the dispute may refer the dispute to the Australian Industrial Relations Commission (**AIRC**) for conciliation. If the matter cannot be resolved through conciliation, either party to the dispute may elect to have the AIRC arbitrate the matter.
- 4.18.9 In any arbitration under this clause, the parties to the dispute agree that the AIRC may exercise the following powers:
- (a) conducting a hearing;
 - (b) taking evidence on oath or affirmation;
 - (c) giving directions for the purposes of procedural matters relating to the proceeding;
 - (d) compelling the production of documents that relate to the dispute;
 - (e) summoning to appear any party to the Agreement and any Staff Member of the University whose presence the arbitrator believes would help in the resolution or determination of the dispute;
 - (f) determining the dispute in the absence of any party who has been notified of the dispute and the hearing before the AIRC;
 - (g) adjourning the proceeding to any time and place;
 - (h) making an interim decision;
 - (i) making a final decision in respect of the matter to which the proceeding relates;
 - (j) dismiss the matter if it appears that the dispute is trivial; and
 - (k) dismiss the matter if it appears that a party to the dispute is engaging in conduct that is hindering the settlement of the dispute.
- 4.18.10 Until the steps in subclauses **4.18.1-4.18.6** have been concluded:
- (a) work shall continue in the normal manner;
 - (b) no industrial action shall be taken by any party to the dispute or the Agreement; and
 - (c) the University shall 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.
- 4.18.11 Any dispute referred to the AIRC under this clause should be dealt with by a member agreed by the parties to the dispute at the time or, in default of agreement, a member nominated by either the head of the relevant AIRC panel or the AIRC President.

- 4.18.12 Any decision of the AIRC as a result of the arbitration of a dispute notified under and in accordance with this clause will bind the parties to the dispute.
- 4.18.13 Either party to the dispute may appeal any decision made by the AIRC under this clause, to the extent permitted by the *Workplace Relations Act 1996*. If either party to the dispute elects to appeal such a decision, the provisions of the *Workplace Relations Act 1996* regarding appeals will apply.
- 4.18.14 Decisions in accordance with this Agreement to terminate employment shall not be subject to further review or dispute.

4.19 Grievances Procedures

- 4.19.1 A Staff Member (**Grievant**) may use this Grievance Procedure to have an appropriate person (identified in this Grievance Procedure) seek to resolve a Grievance. However, it is recognised that some grievances may not be capable of resolution by processes internal to the University.
- 4.19.2 In this clause **Grievance** means a grievance a Staff Member has about any matter, other than about:
- (a) the interpretation or implementation of this Agreement (grievances of this type will be dealt with in accordance with the Dispute Settling clause);
 - (b) OH&S matters (concerns about OH&S matters should be directed firstly to a Supervisor, and if unresolved to the Chair, or member, of a local OH&S committee or the University's responsible officer for OH&S matters);
 - (c) conduct of another Staff Member which could constitute misconduct, serious misconduct or unsatisfactory performance (which should be dealt with under the provisions of this Agreement concerning misconduct, serious misconduct or unsatisfactory performance);
 - (d) steps taken or being taken against a Staff Member (i.e., the potential Grievant) 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.
- 4.19.3 The Grievant must put the Grievance in writing and provide sufficient detail of the Grievance so that it can be properly understood.
- 4.19.4 A Grievant may choose to be accompanied by a person of their choosing at any meeting convened in accordance with this Grievance Procedure. That person may support the Grievant but is not to advocate for the Grievant. The Grievant is required to participate actively in the resolution of the grievance.
- 4.19.5 If a Grievant has a Grievance:
- (a) about another member of Staff - there should be an attempt to resolve the Grievance directly between the Grievant and other Staff Member as soon as possible. If this is difficult, impractical or unsuccessful, the Grievant may refer the Grievance, in writing, to the Grievant's Supervisor who must try to resolve the Grievance by mediation as quickly as possible;
 - (b) about their Supervisor - they may refer the Grievance to the Supervisor's Supervisor; or
 - (c) about another matter – they should raise it with their Supervisor.

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

4.19.6 If a Grievance is not resolved at the stage referred to in sub-clause 4.19.5, the parties to the grievance may refer the Grievance to:

- (a) the next level of management; or
- (b) to another manager external to the work area appointed by the University.

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

4.19.7 If a Grievance is not resolved at the stage referred to in sub-clause 4.19.6, any party to the Grievance may request that the Director, Human Resources, in consultation with the Manager, EEO:

- (a) seek to resolve the Grievance; or
- (b) refer the Grievance to an external mediator.

The Director, Human Resources, in consultation with the Manager, EEO, will determine how the Grievance is to proceed.

4.19.8 If a Grievance is not resolved at the stage referred to in sub-clause 4.19.7, the Grievance Procedure will conclude. Any party to the Grievance may then refer the Grievance to an external authority with jurisdiction to deal with the matter.

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

Time Limits

4.19.10 A Grievance must be lodged within 3 months of the Grievant becoming aware of the circumstances of the Grievance. A Grievance 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 Grievance Procedure.

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

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

4.19.13 The University may decline to deal with any Grievance at any point if the University considers the Grievance to be trivial, frivolous, vexatious or outside the relationship between the University and the Grievant.

4.20 Unsatisfactory Performance

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

4.20.2 Where a Staff Member's Supervisor has formed the view that the Staff Member's performance is unsatisfactory:

- (a) the Supervisor will meet with the Staff Member and discuss those areas of performance that have been identified as unsatisfactory;
- (b) at the meeting the Staff Member will be given a reasonable opportunity to respond to the criticism made of his/her performance;
- (c) the Supervisor will determine and advise the Staff Member what improvements are required for performance to be satisfactory;

- (d) where reasonable and appropriate the Staff Member will be provided with training and/or development; and
 - (e) the Staff Member will be given a reasonable period of time, which, depending on the circumstances shall not normally be more than three months, to improve those areas of performance identified as being unsatisfactory.
- 4.20.3 A Staff Member may choose 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 chosen representative may support the Staff Member but is not to answer for the Staff Member.
- 4.20.4 At the end of the period specified in subclause 4.20.2(e) 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; and
 - (b) where the Supervisor determines any aspect of the Staff Member's performance remains unsatisfactory, the Supervisor will:
 - (i) make a report to the Head within 5 working days of meeting with the Staff Member; and
 - (ii) provide a copy of the report to the Staff Member.
- 4.20.5 The Staff Member may provide a written response to the report to the Head. Any response by the Staff Member must be provided within 5 working days of the Staff Member receiving the report specified in subclause (ii).
- 4.20.6 The Head:
- (a) will review the report and any response from the Staff Member;
 - (b) may seek further information from the Staff Member or Supervisor regarding the report or the response from the Staff Member; and
 - (c) will, if requested by the Staff Member, seek input from up to 3 colleagues nominated by the Staff Member in the Division or Office in which the Staff Member works, and give them a reasonable opportunity to provide such input.
- 4.20.7 Having regard to the report and any further information obtained in the process referred to in subclause 4.20.6, the Head will either:
- (a) refer the matter back to the Supervisor for a further review period, which, depending on the circumstances shall 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) provide a report to the Director, Human Resources 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.
- 4.20.8 If the Head provides a report to the Director, Human Resources:
- (a) the Head will also provide a copy of the report to the Staff Member; and

- (b) the Staff Member will have 10 working days from receipt of the Report to provide a written response to the report to the Director, Human Resources.

4.20.9 If the Director, Human Resources receives a report they will:

- (a) consider the report, any response to the report from the Staff Member and review the processes undertaken by the Supervisor and 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 Director, Human Resources 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 Director, Human Resources to be dealt with under this subclause 4.20.9; or
 - (iii) refer the matter to an Unsatisfactory Performance Review Committee (**UPRC**).

4.20.10 If the Director, Human Resources decides to refer the matter under subclause (iii), the Director, Human Resources will appoint a UPRC. The UPRC will comprise:

- (a) a Chair appointed by the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the SCG. The Chair shall be external to the Staff Member's Division/Office or may be external to the University;
- (b) one Staff Member appointed by the Vice-Chancellor; and
- (c) one Staff Member selected by the affected Staff Member from the pool of Staff elected for this purpose.

4.20.11 The UPRC will review whether the processes as outlined in this clause were followed and:

- (a) will review all reports from the Supervisor and Head to the extent that the reports deal with the processes in this clause;
- (b) will review all responses from the Staff Member to the extent that the responses deal with the processes in this clause;
- (c) may interview the Staff Member (and/or their representative if they so choose), Supervisor, Head and Director, Human Resources about the process adopted under this clause;
- (d) may take into account any further material it believes is appropriate to consider about the process adopted under this clause; and
- (e) will endeavour to provide a report to the Director, Human Resources on its findings about the process adopted under this clause within five days of its last meeting. The Committee will also provide a copy of the report to the Staff Member.

4.20.12 The Director, Human Resources will forward all reports, responses and associated materials to the appropriate Deputy Vice-Chancellor or equivalent for consideration and decision. The Deputy Vice-Chancellor or equivalent 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 Deputy Vice-Chancellor to be dealt with under this subclause 4.20.12; 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.

4.20.13 The Deputy Vice-Chancellor or equivalent will instruct the Director, Human Resources to advise the Staff Member in writing of his/her determination under subclause 4.20.12.

4.20.14 If the Deputy Vice-Chancellor or equivalent determines to terminate the employment of the Staff Member, the period of notice shall be as determined under sub-clause 6.3 of this Agreement.

4.20.15 A determination made by any Supervisor or officer of the University to take no further action will not prevent the University from relying on the relevant unsatisfactory performance in any future matter.

4.21 Misconduct and Serious Misconduct

Application

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

Definitions

4.21.2 **Misconduct** means:

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

4.21.3 **Serious misconduct** means:

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

4.21.4 **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 4.21.4(a) to (f) above.

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

Procedures

- 4.21.6 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 4.20, the procedures of this clause are not required, but the procedures of clause 4.20 including notice periods, must be followed if the Staff Member's employment is terminated.
- 4.21.7 A Staff Member's Supervisor should initially, if appropriate, seek to resolve instances of possible misconduct or serious misconduct through guidance, counselling, training or a written warning. If the Staff Member's Supervisor is unable to resolve the possible misconduct or serious misconduct, or considers that it is not appropriate to do so, the Supervisor must refer the alleged conduct to the Director, Human Resources.
- 4.21.8 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.
- 4.21.9 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.
- 4.21.10 The Director, Human Resources will consider any alleged conduct referred to him/her under subclause 4.21.7 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 4.21.13.
- 4.21.11 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.
- 4.21.12 The Investigator will investigate the alleged conduct and provide the Director, Human Resources with a report of his/her investigations.
- 4.21.13 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.

- 4.21.14 If, following the consideration of the conduct alleged by the Supervisor and the report of the Investigator, if any, the Director, Human Resources believes the alleged conduct warrants further investigation then he/she will:
- (a) notify the Staff Member in writing of the nature of the allegation/s in sufficient detail to enable the Staff Member to understand the allegation/s, and to properly consider and respond to them;
 - (b) provide the Staff Member with a copy of the Investigator's report, if any; and
 - (c) provide the Staff Member with an opportunity to submit a written response to the allegations, including any mitigating circumstances. Any response must be made within ten working days of receipt of the allegations by the Staff Member.
- 4.21.15 If the Staff Member admits the allegation/s in part or in full, or fails to submit a written response to any allegations, the Director, Human Resources will refer the matter to an appropriate Deputy Vice-Chancellor. The Deputy Vice Chancellor may then:
- (a) take no further action in relation to any or all of the allegation/s which the Staff Member has admitted in part or in full or failed to respond to;
 - (b) in relation to any allegations which have not been responded to, warn in writing or censure the Staff Member for unsatisfactory conduct and take no other action;
 - (c) determine whether any of what has been admitted or not responded to constitutes misconduct or serious misconduct and if so, determine what, if any, disciplinary action is proposed to be taken; or
 - (d) defer any decision under 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.
- 4.21.16 If the Deputy Vice Chancellor makes a determination under subclause 4.21.15(c), he/she must proceed in accordance with subclause [4.21.23](#) below.
- 4.21.17 If the Staff Member denies any of the allegation/s in part or in full, the Director, Human Resources may:
- (a) refer any of the allegation/s to a Misconduct Investigation Committee (**MIC**); or
 - (b) take no further action in relation to those allegations.

The Misconduct Investigation Committee

- 4.21.18 If the Director, Human Resources determines that any of the allegations of misconduct/serious misconduct should be referred to a MIC under subclause 4.21.17(a) above, the Director, Human Resources will appoint an MIC in accordance with clause 4.21.19. The Committee will convene within 15 working days of its appointment.
- 4.21.19 The Committee will comprise three (3) persons consisting of:
- (a) a Chair appointed by:
 - (i) the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the SCG. The Chair shall be external to the Staff Member's Division/Office or may be external to the University, in relation to any allegations of misconduct or serious misconduct which do not include Misconduct in Research; or
 - (ii) Academic Senate in relation to any allegations of misconduct or serious misconduct which includes any allegation of Misconduct in Research;
 - (b) one Staff Member appointed by the Vice-Chancellor; and

- (c) one Staff Member selected by the affected Staff Member from the pool of Staff elected for that purpose.

Terms of reference and procedures of the MIC

4.21.20 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.

4.21.21 The MIC will:

- (a) determine whether a Staff Member on suspension without pay shall 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 him/her with an opportunity to respond to the allegations of misconduct or serious misconduct;
- (c) make all reasonable efforts to interview any person it thinks fit to establish the facts of the particular case;
- (d) invite the Staff Member (and/or, if they so choose, the 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 5 working days of completion of the proceedings.

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

4.21.23 The DVC will:

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

- (d) if any disciplinary action is to be taken, advise the Staff Member of his/her final decision about what disciplinary action is to be taken, and of the operative date of any disciplinary action to be taken.

4.21.24 If, having undertaken the procedure in clause 4.21.23, 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.

4.21.25 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

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

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

Notice periods

4.21.28 Where, in accordance with subclause 4.21.15(c) or 4.21.24, the Deputy Vice Chancellor decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in subclauses 6.3.2 to 6.3.4.

4.21.29 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.

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

4.21.31 In instances of termination of employment as a result of serious misconduct involving suspension without pay (refer to subclauses 4.21.8 to 4.21.9), there will be no requirement for the notice of termination prescribed in this Clause.

4.22 Intellectual Property

Definitions

4.22.1 For the purposes of this clause:

- (a) **Scholarly Work** means any article, book, manual, musical composition, creative writing or like publication or any digital or electronic version of these written by a Staff Member (whether alone or otherwise) based on the Staff Member's (or other person's) scholarship, learning or research, but does not include work that is a computer program, Teaching Material or administrative material;
- (b) **Teaching Materials** are materials created or used for the purposes of teaching and education at the University, including personal teaching and lecture notes made available to students, computer-generated presentations, overhead projector notes, course guides, course data bases and websites, examination scripts and marking guides; and
- (c) **Intellectual Property** has the meaning assigned to it in the University's Intellectual Property Policy.

Ownership and Development of Intellectual Property

- 4.22.2 Unless otherwise stated in this clause, the University asserts ownership of any Intellectual Property developed by a Staff Member as part of his or her duties or using University resources or facilities.

Research and Scholarship

- 4.22.3 The University will generally ensure that the results of University research and scholarship by its employees are published and made generally available, except to the extent the University needs to protect its Intellectual Property and encourage its commercial development and application, in accordance with this clause and the University's policy in relation to Intellectual Property from time to time.

Copyright of Scholarly Work

- 4.22.4 The University will not assert ownership of any copyright in the Scholarly Works of a Staff Member and the Staff Member will retain copyright, 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; or
 - (b) if the University agrees to assist with the publication or other commercial development of material created by a Staff Member of the University in the course of their employment.

Procedure for Disclosure of Intellectual Property

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

Non-Disclosure of Intellectual Property

- 4.22.6 A Staff Member must not disclose or publish details of any Intellectual Property that has been or should be disclosed pursuant to subclause 4.22.5 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

- 4.22.7 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

- 4.22.8 In relation to any works, which are not Scholarly Work, the University will negotiate an agreement regarding the distribution of the net profits received by it from any commercial exploitation of the Intellectual Property with Staff Member/s and other persons responsible for the development or creation of the Intellectual Property. The usual starting point will be 50% after costs.

Dispute Resolution

- 4.22.9 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

- 4.22.10 Nothing in this clause will prevent staff members from exercising their rights under any law applicable in New South Wales.

5. Developing at Macquarie

5.1 Progression

Incremental progression

- 5.1.1 On completion of each twelve months 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 4.20) or Misconduct and Serious Misconduct (clause 4.21). A decision on the payment of a withheld increment will be made following the review.
- 5.1.2 Casual General 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 2 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 she/he is shown to be consistently exceeding the required level of competency then the Head may approve an additional payment in accordance with University policy.

5.2 Performance Development and Review

- 5.2.1 The performance development and review process provides a framework for identifying, evaluating and developing the performance of Academic and General 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 performance development and review program annually with Staff Members. The program is designed to enhance Staff performance and therefore the performance of the University.
- 5.2.3 The performance development and review program provides Staff and Supervisors with the opportunity to:
- (a) jointly consider work priorities, workload and performance expectations over the annual review period;
 - (b) provide feedback in relation to performance;
 - (c) determine if the Staff Member's performance does not warrant incremental progression;
 - (d) establish if the Staff Members performance warrants reward or recognition;
 - (e) identify any assistance and support that will be provided to improve performance;

- (f) identify professional and career development needs and what will be done to support these needs. This may include the appointment of an advisor who will assume the role of coach or mentor;
- (g) update the position description for the Staff Member's position if necessary; and
- (h) discuss as appropriate any other issue that may impact on work performance and development.

5.2.4 The performance development and review program will be integrated with University processes for probation, incremental progression, General Staff Member position classification review and academic promotion.

5.3 Outside Studies Program

5.3.1 The University provides for an Outside Studies Program (**OSP**) to enable Academic Staff Members to undertake a structured program of sustained scholarship, research and associated developmental activities outside the University. Work towards completion of a relevant doctoral qualification is also an appropriate purpose for OSP.

5.3.2 All full-time and part-time Academic Staff Members and Academic Staff Members appointed on a fixed-term contract in excess of three years are eligible to apply for OSP in accordance with the University's Outside Studies Program policy in place from time to time.

5.4 Academic Promotion

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

5.4.2 A call for applications for promotion to levels B, C and D will be made on an annual basis. A call for applications to Level E will be made every 2 years.

5.4.3 Promotion will be on the basis of merit.

5.4.4 The call for and assessment of applications for promotion will be done in accordance with the University's policy on academic promotion that is in place from time to time.

5.5 Teaching Evaluation

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

5.5.2 All fixed-term and continuing Academic Staff Members will be required to undertake regular student evaluation of their teaching, including research supervision as appropriate.

5.5.3 Academic Staff Members will not be required to obtain student evaluation of teaching for more than one unit each academic year and will be consulted over the units that are evaluated. However, staff are encouraged to make regular use of student evaluation of teaching for developmental purposes as part of their ongoing reflective practice.

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

5.5.5 Student evaluation of teaching will not be used by the University to initiate any action under Unsatisfactory Performance (clause [4.20](#)).

- 5.5.6 Student evaluation of teaching are one indicator of teaching performance that the Staff Member will use for discussions relating to performance development and review, probation and promotion. Other sources of information about teaching performance and development may include, but is not limited to, an Academic Staff Member's:
- i. teaching portfolio;
 - ii. participation in curriculum development;
 - iii. participation in peer review of teaching;
 - iv. scholarly output relating to teaching;
 - v. success in gaining internal and/or external grants relating to teaching;
 - vi. attendance at relevant professional development programs.
- 5.5.7 Aggregated teaching evaluations may be published on the University's website in a form that does not allow identification of individual Staff Members.

6. Leaving Employment at Macquarie

6.1 Pre-retirement Contracts

- 6.1.1 The University and a Staff Member may agree to enter into a pre-retirement contract that will expire on a mutually agreed date. Such contracts will be made in accordance with University requirements in place from time to time.
- 6.1.2 If a Staff Member enters into a pre-retirement contract, it will be on the basis of a fixed-term contract with no expectation of further employment at the cessation of the contract.
- 6.1.3 Clause **3.7.9(b)** will not apply to the termination of contracts made under this clause.
- 6.1.4 A Staff Member, who accepts the offer of a pre-retirement contract, will not be eligible for a severance or redundancy payment prior to entering a contract made under this clause or on cessation of the pre-retirement contract unless such payments are specified in the pre-retirement contract.
- 6.1.5 It is the Staff Member's responsibility to seek independent financial advice.

6.2 Redundancy, Redeployment and Retrenchment

Voluntary Redundancy

- 6.2.1 Where it has been decided to make one or more positions redundant in an area as a consequence of the Managing Change process (clause **4.14**) the University may invite Staff Members to apply for voluntary redundancy.
- 6.2.2 Individual Staff Members will have 6 weeks from the date of the invitation to submit an application for voluntary redundancy to the University.
- 6.2.3 The University may reject any applications for voluntary redundancy where it considers that the position is necessary to its ongoing operations.
- 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.

Voluntary Redundancy Benefit

- 6.2.5 The amount paid for voluntary redundancy will consist of:

- (a) a lump sum payment of 20 weeks salary;
 - (b) an additional lump sum calculated on length of Continuous Service with the University (see table in clause 6.2.17) (with the total amount payable under (a) and (b) not exceeding 72 weeks pay); and
 - (c) all entitlements for accrued annual and long service leave.
- 6.2.6 All payments for voluntary redundancy will be calculated at the Staff Member's ordinary rate of pay (excluding loadings) at the date of cessation.

Redundancy, Redeployment and Retrenchment

- 6.2.7 Where it has been determined to make specific positions redundant as a consequence of the Managing Change process (clause 4.14) the University will inform affected Staff that if redeployment is not possible they will be retrenched.
- 6.2.8 The University will provide 6 months notice of its intention to retrench the Staff Member. The Staff Member may seek a review of the University's decision in accordance with clauses 6.2.20 to 6.2.25 (Redundancy Review).
- 6.2.9 The University will pay for up to two counselling sessions from an independent financial advisor nominated by the University for a Staff Member whose position has been made redundant.
- 6.2.10 The University will take all reasonable steps during the notice period to identify positions to which the Staff Member may be redeployed.
- 6.2.11 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 or is able to be retrained to perform in the position; and
 - (c) where it is assessed that the Staff Member is able to be retrained, provide such training as is necessary.
- 6.2.12 The Staff Member will not refuse a reasonable offer of redeployment or training.
- 6.2.13 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.
- 6.2.14 If at the end of the 6 months notice period the University has been unable to redeploy the Staff Member then, as a last resort, the Staff Member's employment will be terminated and the retrenchment benefit paid.
- 6.2.15 If requested by a retrenched Staff Member, the University will provide a letter certifying that he/she is the occupant of a position deemed to be surplus to the requirements of the University.
- 6.2.16 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.

Retrenchment Benefit

- 6.2.17 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.

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

- (b) Entitlement in the form of accrued annual and long service leave. For a Staff Member with more than 5 years Continuous Service but less than 10 years, a proportionate entitlement will be paid in respect of long service leave.

Payment will be at the Staff Member's ordinary rate of pay (excluding loadings).

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

Re-employment after Redundancy or Retrenchment

- 6.2.19 A Staff Member who has received a Voluntary Redundancy or a Retrenchment package will not be re-employed in any capacity, by the University, within two years of the last day of duty of the Staff Member. Re-employment in the work unit from which the Staff Member was made redundant or retrenched is precluded for a period of three years.

Redundancy Review

- 6.2.20 A Staff Member who elects to seek a review of the decision to declare his/her position redundant must apply to the Director, Human Resources within 7 working days of receipt of the redundancy notice.
- 6.2.21 On receipt of a request for a Review the Director, Human Resources will establish a Redundancy Review Committee (**RRC**). The RRC will comprise:
- (a) a Chair appointed by the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the SCG. The Chair will be external to the Staff Member's Division/Office or may be external to the University;
 - (b) one Staff Member appointed by the Vice-Chancellor; and
 - (c) one Staff Member selected by the affected Staff Member from the pool of Staff elected for this purpose.

- 6.2.22 The RRC will be convened within 10 working days of the request for review being received by the Director, Human Resources. The RRC’s role will be to review documentation relevant to the decision to declare a position redundant and report whether:
- (a) fair and objective criteria were used to identify the redundant position; and
 - (b) in the case of more than one redundancy, the University acted fairly and properly in the selection of Staff against the criteria.
- 6.2.23 The RRC:
- (a) will allow the Staff Member and/or, if they so choose, their Staff representative to address the reasons for requesting a review, to respond to any documentation before the RRC and to answer any questions from the RRC;
 - (b) may seek further material and meet with other Staff or representatives of the University it considers necessary.
- 6.2.24 The RRC will provide a report of its findings to the Director, Human Resources who will forward the report and associated materials to the appropriate Deputy Vice-Chancellor or equivalent for consideration and decision.
- 6.2.25 The Deputy Vice-Chancellor or equivalent may:
- (a) request the Head reconsider the criteria used to identify redundant positions;
 - (b) review the Staff chosen for retrenchment; and/or
 - (c) 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 4.21).

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

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

- 6.3.4 Where the Staff Member has completed at least 2 years Continuous Service with the University and is over 45 years of age, they will receive an additional week of notice.

6.3.5 Upon termination of employment for any reason whatsoever, the University will be entitled to deduct from any monies due to the Staff Member other than monies due in lieu of accrued annual leave, any monies owing by the Staff Member to the University.

6.4 Abandonment of Employment

6.4.1 Where a Staff Member is absent from duty for a continuous period of 5 working days without advising their Supervisor or having approval from the University, or without apparent good cause, the Director, Human Resources or nominee will make reasonable attempts to contact the Staff Member requesting reasons for the unauthorised absence from duty. Correspondence sent to the Staff Member will detail the effect that not responding to the University's request may have on their employment.

6.4.2 If the Staff Member or, if they so choose, their representative fails to respond to the University's correspondence within 10 working days or the response fails to establish a reasonable cause for the absence then the University may terminate the Staff Member's employment. Date of termination will be the last day the Staff Member was present at work. The Staff Member will be paid leave owed at the date of termination.

6.4.3 A Staff Member will not be deemed to have abandoned employment where the University has withheld approval for leave. An unauthorised absence in this situation will be regarded as possible misconduct and handled in accordance with clause 4.21 (Misconduct and Serious Misconduct).

6.5 Termination on the Grounds of Illness

6.5.1 If the University believes there is doubt regarding a Staff Member's capacity to perform the duties of their position due to serious illness, the University may require the Staff Member to undergo a medical examination. The University will nominate a medical practitioner to conduct the medical examination at its expense and will provide written notice of not less than one month that a medical examination is required. A statement setting out the inherent duties performed by the Staff Member will be provided to the practitioner to assist in the assessment.

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 6.5.6(b).

6.5.4 If the medical report finds that the Staff Member will be unable to perform the inherent requirements of his or her substantive position within a 12 month period, the University will proceed to terminate the Staff Member's employment.

6.5.5 The University will support an application to the Staff Member's superannuation fund for ill health retirement or temporary disability benefit under the rules of the superannuation fund. If the Staff Member proceeds with this action, the requirement for a medical examination will lapse. If the medical report has been obtained prior to the Staff Member making this decision, it may be used as evidence in this process.

6.5.6 If the Staff Member is a member of a superannuation fund which does not provide for ill health retirement or temporary disability benefit, or the fund declines to provide such benefits, the University will offer in writing:

- (a) to allow the Staff Member the opportunity to submit a resignation and, if the resignation is offered, will accept it immediately; or

- (b) where no resignation is forthcoming within 28 days of the written advice, to terminate the employment of the Staff Member with payment in lieu of notice of 6 months salary (for a continuing appointment, an existing convertible appointment or a fixed-term of more than one year) or 2 months salary or to the end of the fixed-term, whichever is smaller (for a fixed-term of less than 1 year).

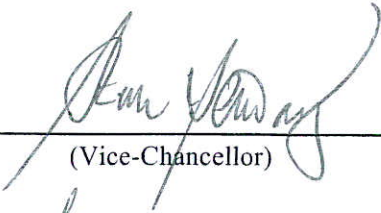
- 6.5.7 If, within 14 days of the medical report being made available, the Staff Member (or, if they so choose, their representative) so requests, the University will take no further action until the findings of the report are confirmed by a review panel. The review panel will consist of 3 medical practitioners, one appointed by the University, one by the President of the state branch of the Australian Medical Association 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:



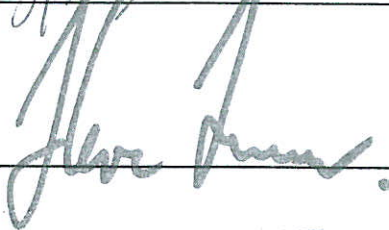
(Vice-Chancellor)

in the presence of:

Date: 28 August 2006



Signed for and on behalf of
The Community and Public Sector
Union:



in the presence of:

Date: 24th August 2006

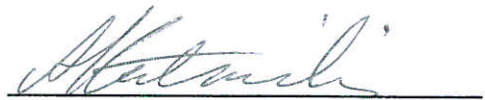


Signed for and on behalf of
The National Tertiary Education
Industry Union:



in the presence of:

Date: 18 August 2006



Schedule 1 – Full-time Salaries

ACADEMIC STAFF FULL TIME RATES

	1/06/06	1/11/06	1/11/07	1/11/08	30/06/09
	\$	\$	\$	\$	\$
Level A					
Step 1	45,278	47,089	48,502	50,442	52,460
Step 2	47,832	49,745	51,237	53,287	55,419
Step 3	50,383	52,398	53,970	56,129	58,374
Step 4	52,940	55,058	56,710	58,978	61,337
Step 5	55,015	57,216	58,932	61,289	63,741
Step 6*	57,090	59,374	61,155	63,601	66,145
Step 7	59,167	61,534	63,380	65,915	68,552
Step 8	61,240	63,690	65,600	68,224	70,953
*See sub-clause 3.3.7 for conditions					
Level B					
Step 1	64,435	67,012	69,022	71,783	74,654
Step 2	66,831	69,504	71,589	74,453	77,431
Step 3	69,222	71,991	74,151	77,117	80,202
Step 4	71,621	74,486	76,720	79,789	82,980
Step 5	74,014	76,975	79,284	82,455	85,753
Step 6	76,407	79,463	81,847	85,121	88,526
Level C					
Step 1	78,802	81,954	84,413	87,789	91,300
Step 2	81,197	84,445	86,979	90,458	94,076
Step 3	83,590	86,934	89,541	93,123	96,848
Step 4	85,985	89,424	92,107	95,791	99,623
Step 5	88,378	91,913	94,670	98,457	102,395
Step 6	90,776	94,407	97,239	101,129	105,174
Level D					
Step 1	94,765	98,556	101,513	105,573	109,796
Step 2	97,955	101,873	104,929	109,126	113,491
Step 3	101,151	105,197	108,353	112,687	117,194
Step 4	104,343	108,517	111,773	116,244	120,894
Level E					
Step 1	116,347	121,001	124,631	129,616	134,801
Step 2	121,902	126,778	130,581	135,804	141,236

GENERAL STAFF FULL-TIME RATES

	1/6/06 \$	1/11/06 \$	1/11/07 \$	1/11/08 \$	30/6/09 \$
Apprentices					
Year 1	16,635	17,300	17,819	18,532	19,273
Year 2	21,619	22,484	23,158	24,085	25,048
Year 3	29,267	30,438	31,351	32,605	33,909
Year 4	34,220	35,589	36,656	38,123	39,648
LEVEL 1					
Step 1	31,728	32,997	33,987	35,347	36,761
Step 2	32,507	33,807	34,821	36,214	37,663
Step 3	33,281	34,612	35,650	37,076	38,559
LEVEL 2					
Step 1	34,220	35,589	36,657	38,123	39,648
Step 2	34,998	36,398	37,490	38,990	40,549
Step 3	35,620	37,045	38,156	39,682	41,269
LEVEL 3					
Step 1	35,932	37,369	38,490	40,030	41,631
Step 2	36,866	38,341	39,491	41,071	42,714
Step 3	37,804	39,316	40,495	42,115	43,800
Step 4	38,736	40,285	41,493	43,153	44,879
Step 5	39,669	41,256	42,494	44,194	45,962
Step 6	40,605	42,229	43,496	45,236	47,046
LEVEL 4					
Step 1	41,383	43,038	44,329	46,102	47,946
Step 2	42,318	44,011	45,331	47,144	49,030
Step 3	43,252	44,982	46,332	48,185	50,112
Step 4	44,187	45,954	47,334	49,227	51,196
LEVEL 5					
Step 1	45,121	46,926	48,334	50,268	52,279
Step 2	46,210	48,058	49,500	51,480	53,539
Step 3	47,302	49,194	50,670	52,697	54,805
Step 4	48,393	50,329	51,839	53,913	56,069
Step 5	49,639	51,625	53,174	55,301	57,513
Step 6	50,885	52,920	54,509	56,689	58,957
LEVEL 6					
Step 1	51,975	54,054	55,676	57,903	60,219
Step 2	53,220	55,349	57,010	59,290	61,662
Step 3	54,463	56,642	58,340	60,674	63,101
Step 4	55,711	57,939	59,677	62,064	64,547
Step 5	56,957	59,235	61,012	63,453	65,991
LEVEL 7					
Step 1	58,516	60,857	62,683	65,190	67,798
Step 2	60,384	62,799	64,683	67,270	69,961
Step 3	63,030	65,551	67,518	70,219	73,028
LEVEL 8					
Step 1	64,276	66,847	68,852	71,606	74,470
Step 2	66,692	69,360	71,441	74,299	77,271
Step 3	69,105	71,869	74,025	76,986	80,066
Step 4	71,520	74,381	76,612	79,676	82,863
LEVEL 9					
Step 1	74,869	77,864	80,200	83,408	86,744
Step 2	79,074	82,237	84,704	88,092	91,616

LEVEL 10**Band 1**

Step 1	80,165	83,372	85,873	89,308	92,880
Step 2	85,458	88,876	91,542	95,204	99,012
Step 3	90,598	94,222	97,049	100,931	104,968
Step 4	94,338	98,112	101,054	105,096	109,300

Band 2

Step 5	100,879	104,914	108,061	112,383	116,879
Step 6	106,484	110,743	114,065	118,628	123,373

Band 3

Step 7	112,868	117,383	120,904	125,740	130,770
Step 8	117,853	122,567	126,244	131,294	136,546

Band 4

Step 9	125,484	130,503	134,418	139,795	145,387
Step 10	134,204	139,572	143,759	149,509	155,489

Examination Supervisors

The remuneration of Examination Supervisors will be determined by the classification of the work done by Examination Supervisors as follows:

Classification		Level
Assist Exam Supervisor External Special	1-5 Candidates	Level 1
Exam Supervisor	6-60 Candidates	Level 2
Exam Supervisor Assist Senior Exam Supervisor Exam Transcriber	61-150 Candidates	Level 3
Exam Supervisor	151-250 Candidates	Level 4
Exam Supervisor	251-400 Candidates	Level 5

ENGLISH LANGUAGE CENTRE TEACHERS- FULL TIME SALARY RATES

	1/6/06	1/11/06	1/11/07	1/11/08	30/6/09
	\$	\$	\$	\$	\$
Level 1					
Step 1	42,039	43,721	45,033	46,835	48,708
Step 2	43,584	45,327	46,687	48,555	50,497
Step 3	45,170	46,977	48,386	50,322	52,335
Step 4	47,634	49,539	51,025	53,066	55,189
Step 5	49,274	51,245	52,783	54,894	57,090
Step 6	50,920	52,957	54,546	56,728	58,997
Step 7	52,560	54,662	56,302	58,554	60,896
Step 8	54,366	56,541	58,237	60,566	62,989
Step 9	56,491	58,751	60,514	62,934	65,451
Step 10	58,472	60,811	62,635	65,140	67,745
Step 11	60,220	62,629	64,508	67,089	69,773
Step 12	61,240	63,689	65,600	68,224	70,953

ENGLISH LANGUAGE CENTRE TEACHERS – SENIOR CLASSIFICATIONS

LEVEL 2

Step 1	64,435	67,012	69,022	71,783	74,654
Step 2	66,831	69,504	71,589	74,453	77,431
Step 3	69,222	71,991	74,151	77,117	80,202
Step 4	71,621	74,486	76,720	79,789	82,980
Step 5	74,014	76,975	79,284	82,455	85,753
Step 6	76,407	79,463	81,847	85,121	88,526

LEVEL 3

Step 1	78,802	81,954	84,413	87,789	91,300
Step 2	81,197	84,445	86,979	90,458	94,076
Step 3	83,590	86,933	89,541	93,123	96,848
Step 4	85,985	89,424	92,107	95,791	99,623
Step 5	88,378	91,913	94,670	98,457	102,395
Step 6	90,776	94,407	97,239	101,129	105,174

Commencing salaries will be based on qualifications and experience:

Step 3, Level 1: Degree and Diploma of Education or equivalent and either a diploma in TESOL (Dip RSA, Grad Dip TESOL); or postgraduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

Step 2, Level 1: Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method.

Step 1, Level 1: Any Degree/Diploma (3 year minimum) plus recognised TESOL certificate; or any Degree/Diploma, including LOTE/TESOL method; or other qualifications not provided for above and/or expected to acquire minimum TESOL qualification; and 1 additional level for each year of full-time (or equivalent part-time service) TESOL teaching or equivalent; or 1 additional level for each 2 years of full-time (or part-time service) teaching in other subjects including other languages, to a maximum of 3 levels.

Schedule 2 – Casual Salaries

ACADEMIC STAFF CASUAL RATES

	1/6/06	1/11/06	1/11/07	1/11/08	30/6/09
	\$	\$	\$	\$	\$
	Per hour	Per hour	Per hour	Per hour	Per hour
Normal rate (Level A Step 2/(37.5*52)1.23)	30.17	31.38	32.32	33.61	34.96
PHD/subject coordination (Level A Step 6/(37.5*52) 1.23)	36.01	37.45	38.57	40.12	41.72
MARKING (per hour)					
Routine (Level A Step 2/(37.5x52)1.23)	30.17	31.38	32.32	33.61	34.96
Routine, PHD/subject coordination (Level A Step 6/(37.5x52)1.23)	36.01	37.45	38.57	40.12	41.72
High level marking* (Level B Step 2/(37.5x52)1.23)	42.15	43.84	45.16	46.96	48.84
Tutorials (per tutorial)					
Normal (Level A Step 2/(37.5x52)1.23)x3	90.51	94.13	96.96	100.84	104.87
Normal, PhD/subject coordination rate (Level A Step 6/(37.5x52)1.23)x3	108.03	112.35	115.72	120.35	125.17
Repeat, normal (Level A Step 2/(37.5x52)1.23)x2	60.34	62.76	64.64	67.22	69.91
Repeat, PhD/subject coordination (Level A Step 6/(37.5x52)1.23)x2	72.02	74.90	77.15	80.24	83.44
Lectures (per lecture)					
Basic lecture (Level B Step 2/(37.5x52)1.23)x3	126.46	131.52	135.47	140.89	146.52
Repeat lecture (Level B Step 2/(37.5x52)1.23)x2	84.31	87.68	90.31	93.93	97.68
Developed lecture** (Level B Step 2/(37.5x52)1.23)x4	168.62	175.36	180.63	187.85	195.36
Specialised lecture** (Level B Step 2/(37.5x52)1.23)x5	210.77	219.20	225.78	234.81	244.21

*Marking requires significant exercise of academic judgement, requires approval by the Head.

** Appointment at the two highest lecturing rates requires approval by the Head.

GENERAL STAFF CASUAL RATES

	1/6/06	1/11/06	1/11/07	1/11/08	30/6/09
	Casual Rate inclusive of 23% loading \$	Casual Rate inclusive of 23% loading \$	Casual Rate inclusive of 23% loading \$	Casual Rate inclusive of 23% loading \$	Casual Rate inclusive of 23% loading \$
LEVEL 1					
Step 1	21.37	22.22	22.89	23.81	24.76
Step 2	21.89	22.77	23.45	24.39	25.37
Step 3	22.42	23.31	24.01	24.97	25.97
LEVEL 2					
Step 1	23.05	23.97	24.69	25.68	26.70
Step 2	23.57	24.51	25.25	26.26	27.31
Step 3	23.99	24.95	25.70	26.73	27.80
LEVEL 3					
Step 1	24.20	25.17	25.92	26.96	28.04
Step 2	24.83	25.82	26.60	27.66	28.77
Step 3	25.46	26.48	27.27	28.37	29.50
Step 4	26.09	27.13	27.95	29.06	30.23
Step 5	26.72	27.79	28.62	29.77	30.96
Step 6	27.35	28.44	29.30	30.47	31.69
LEVEL 4					
Step 1	27.87	28.99	29.86	31.05	32.29
Step 2	28.50	29.64	30.53	31.75	33.02
Step 3	29.13	30.30	31.20	32.45	33.75
Step 4	29.76	30.95	31.88	33.15	34.48
LEVEL 5					
Step 1	30.39	31.61	32.55	33.86	35.21
Step 2	31.12	32.37	33.34	34.67	36.06
Step 3	31.86	33.13	34.13	35.49	36.91
Step 4	32.59	33.90	34.91	36.31	37.76
Step 5	33.43	34.77	35.81	37.25	38.74
Step 6	34.27	35.64	36.71	38.18	39.71
LEVEL 6					
Step 1	35.01	36.41	37.50	39.00	40.56
Step 2	35.84	37.28	38.40	39.93	41.53
Step 3	36.68	38.15	39.29	40.86	42.50
Step 4	37.52	39.02	40.19	41.80	43.47
Step 5	38.36	39.90	41.09	42.74	44.45
LEVEL 7					
Step 1	39.41	40.99	42.22	43.91	45.66
Step 2	40.67	42.30	43.57	45.31	47.12
Step 3	42.45	44.15	45.47	47.29	49.18
LEVEL 8					
Step 1	43.29	45.02	46.37	48.23	50.16
Step 2	44.92	46.71	48.12	50.04	52.04
Step 3	46.54	48.40	49.86	51.85	53.93
Step 4	48.17	50.10	51.60	53.66	55.81
LEVEL 9					
Step 1	50.43	52.44	54.02	56.18	58.42
Step 2	53.26	55.39	57.05	59.33	61.70
Level 10					
Band 1					
Step 1	53.99	56.15	57.84	60.15	62.56

Step 2	57.56	59.86	61.66	64.12	66.69
Step 3	61.02	63.46	65.36	67.98	70.70
Step 4	63.54	66.08	68.06	70.78	73.63
Band 2					
Step 5	67.94	70.66	72.78	75.69	78.72
Step 6	71.72	74.59	76.83	79.90	83.09
Band 3					
Step 7	76.02	79.06	81.43	84.69	88.08
Step 8	79.38	82.55	85.03	88.43	91.97
Band 4					
Step 9	84.52	87.90	90.53	94.15	97.92
Step 10	90.39	94.01	96.82	100.70	104.73

ENGLISH LANGUAGE CENTRE TEACHERS CASUAL RATES

	1/6/06	1/11/06	1/11/07	1/11/08	30/6/09
	\$	\$	\$	\$	\$
	Per hour	Per hour	Per hour	Per hour	Per hour
Teaching					
(Step 4x7/(365x20) 1.23	56.18	58.43	60.18	62.59	65.09
Non teaching duties					
(Step 1x7/(365x35))1.23	28.33	29.47	30.35	31.56	32.83

Schedule 3 - Allowances

1. General

The rates shown in Tables 1 and 2 and the rates payable/claimable as outlined in sub-clause 5 of this Schedule are consistent with allowances approved by the Australian Taxation Office as reasonable and will be amended annually in accordance with Australian Taxation Office rulings as appropriate.

2. Increases

The allowances in tables 3 and 4 will increase in line with percentage salary increases granted to staff.

3. Table 1 – Motor Vehicle Kilometre Allowance – All Staff

- (a) When using own vehicle for University business.
- (b) Not payable if receiving Annual Vehicle Allowance.

Vehicle	Allowance
Motor Vehicle	
Over 2700cc	72.4 cents per kilometre
1600-2700cc	72.0 cents per kilometre
Under 1600cc	51.6 cents per kilometre
Motor Cycles	34.0 cents per kilometre

4. Table 2 – Overtime Hours Meal Allowance – General Staff

- (a) When working 2 or more hours overtime after normal finishing time (Dinner allowance).
- (b) When working 2 or more hours before normal commencing time (Breakfast allowance).
- (c) When working 4 or more hours overtime on Saturdays, Sundays or Public Holidays (Lunch allowance).
- (d) When working more than 4 hours after previous meal break.

Allowance	Per day/night
Breakfast Allowance	\$20.55
Lunch Allowance	\$20.55
Dinner Allowance	\$20.55

5. Travel Allowance – All Staff

Payable/claimable when travelling on University business.

Normal entitlement is economy class air travel or first class rail travel (plus sleeping berth if overnight travel).

Travel and travel programs are to be approved in advance by the Head.

One of the following methods may be used to meet expenses when travelling on University business:

- (a) Reimbursement of actual costs up to travel allowance amount (documentation required);
- (b) University credit card;
- (c) Camping allowance.

Allowance can be requested in advance (with acquittal within one month of return).

6. Table 3 – Plumbing Blockage Allowance – General Staff

- (a) Payable to General Staff for each incident.
- (b) Rate will move with increases to Level 5 Step 6.

	1/6/06	1/11/06	1/11/07	1/11/08	1/11/09
	\$6.83	\$7.10	\$7.31	\$7.60	\$7.91

7. Table 4 – First Aid Allowance – All Staff

- (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.

Annual Rate	1/6/06	1/11/06	1/11/07	1/11/08	30/6/09
First Aid Officer	\$650.00	\$676.00	\$696.00	\$724.00	\$753.00
Occupational First Aider	\$911.00	\$948.00	\$976.00	\$1015.00	\$1056.00

8. Allowances to Heads of Departments

- (a) A Head of Department will receive an allowance commensurate with the size of the Department to which they are appointed. The following guidelines applied at the time this Agreement came into operation and may be increased at the discretion of the Vice-Chancellor.
- (b) Staff who qualify for two allowances will receive the higher of the two.
- (c) These allowances are superannuable and included for leave and other purposes.

Department Size	Indicator	Allowance
Small Department	Fewer than 100 EFTSU; OR budget less than \$0.5 million; OR total full-time staff less than 8	\$3,000
Medium Department	Between 100 and 700 EFTSU; AND budget between \$0.5 and \$5 million; AND total full-time staff between 8 and 80	\$6,000
Large Department	More than 700 EFTSU; OR budget greater than \$5 million; OR total full-time staff greater than 80	\$12,000

Schedule 4 – Parental Leave

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 the Staff Member with a view to adoption; or foster parenting arrangements. This schedule sets out procedures relating to parental leave.

1. Leave before Parental Leave

- (a) A Staff Member may take sick leave for routine medical appointments and for pre natal classes held in working hours.
- (b) If a Staff Member's partner is pregnant, the Staff Member may take family responsibility leave for routine medical appointments and for pre natal classes held in working hours.

2. 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 shall 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 with the Staff Member for an appropriate and specified period.
- (b) If the adjustments cannot reasonably be made, the Head will consult with the Staff Member and grant any accrued entitlements to paid leave including sick 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) The parental leave taken 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.

3. Taking of leave

- (a) A Staff Member may take parental leave as full-time or with the approval of the Head as:
 - (i) part-time; or
 - (ii) partly full time and partly part time.
- (b) Unpaid parental leave may begin at any time up to 2 years from the date of birth or adoption of the child.
- (c) A Staff Member should not take parental leave at the same time as the Staff Member's partner but this does not apply to:
 - (i) 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 or 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 so taken shall be treated as part of parental leave.
- (e) A Staff Member granted part-time parental leave may resume fulltime 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. Adoption and foster care

- (a) Adopting parents may apply for parental leave in respect of a child who is under 18 years old provided that:
 - (i) the child is not a natural child or step-child of the Staff Member or the Staff Member's partner;
 - (ii) the child has not, at the proposed date of placement, previously lived with the Staff Member for a continuous period of more than 6 months.
- (b) If a Staff Member becomes the primary care giver of a foster child on a long-term placement, the Staff Member may take paid parental leave for 6 weeks at half pay for a child under 18.
- (c) Parental leave will commence from the date on which the Staff Member takes custody of the child, irrespective of whether that date is before or after the date on which the court makes an order for the adoption of the child by the Staff Member.

5. 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 available to use as:
 - (i) a subsidised part-time return to work to assist in a phased return to the workplace, or
 - (ii) a further period of paid parental leave with notice requirement of 4 weeks written notice, or
 - (iii) for professional development purposes and/or a research grant.

6. 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 shortly after birth may return to work before the end of the parental leave.
- (c) In the event of a miscarriage any absence from work is to be on sick leave where there is an entitlement and unpaid authorised absence for long term casuals.

7. 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.

8. 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.

9. Changes While on Leave

- (a) While on parental leave, a Staff Member may change the period of leave or any part-time arrangement once without the consent of the Head and any number of times with the consent of the Head.

10. Replacement Staff

- (a) A 'replacement Staff Member' appointed under or seconded to temporarily fill a vacancy due to parental leave are to be informed that the employment is due to parental leave and is subject to termination or variation according to the parental leave arrangements exercised by the Staff Member being replaced.

11. 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.

12. Return to Work and Right of Return to Former Position after Parental Leave

- (a) A Staff Member shall confirm their intention to return to work by notice in writing not less than 6 weeks prior to the expiration of parental leave. A Staff Member may not return to work within 6 weeks of the birth of the child.
- (b) Staff returning from parental leave will receive a local briefing on the latest changes and developments in their working environment, including any necessary training. Members of Academic Staff who resume normal duties after an absence of one year or greater will be entitled to apply for a 'start-up' grant through the Research Office.
- (c) A Staff member has a right to their former position if they resume duty within a period up to the child's second birthday.
- (d) A Staff member may request to work part-time or different hours following the birth or adoption of a child to meet parental or carer's responsibilities. The Head will, in taking account of the inherent requirements of the job, not unreasonably refuse requests made for these reasons. If a Staff Member disagrees with the Head's decision they may lodge an appeal to the Director, Human Resources.
- (e) A Staff Member may take long service leave to make up the difference between the approved part-time hours and the hours of duty of their substantive position.

13. Former Position Redundant

- (a) 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.

14. Nursing Mothers

- (a) Support will be provided to women returning to work after parental leave to continue with breast-feeding, if that is their choice. Breaks for expressing and storing breast milk and to breast feed if the child is in nearby care will be allowed.

Schedule 5 – General Staff Position Classification Descriptors

The descriptors use the following dimensions to describe the work at each level of the 10 level classification structure.

Dimension Definition

Training Level or Qualification

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.

Task Level

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

Judgement and Problem Solving

Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or action performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. This dimension looks at how much of each of these three qualities applies at each classification level.

Supervision and Independence

This dimension covers both the way in which staff are supervised or managed and the role of staff in supervising or managing others. Independence is the extent to which a position holder is able (or allowed) to work effectively without supervision or direction.

Organisational Knowledge and Impact

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

Training Level and Qualification

Within the Australian Qualifications Framework,

Year 12: Completion of a Senior Secondary Certificate of Education, usually in Year 12 of secondary school.

Trades Certificate: Completion of an apprenticeship, normally of 4 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 recognize 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 3 or 4 years, and sometimes combines 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.

Level 1	
----------------	--

Training or Qualification	Perform duties, which do not require formal qualifications (as defined above) or work experience prior to engagement. Structured on the job training will be provided to entrants at this level.
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 relationships and impact	May provide straightforward information to others on building or service locations. May have access to higher level training. Tasks are basically self contained with the impact of established procedures on other people or work areas being the concern of more senior staff. Staff follow procedures and demonstrate basic courtesy in their dealings with others.
Supervision and Independence	Clear and detailed instructions are provided. Tasks are covered by standard procedures. Responses to unfamiliar situations are determined at higher levels. Work is regularly checked. In the case of experienced staff working alone and following set routines, some latitude to rearrange sequences and discriminate between established methods.
Judgement and Problem Solving	Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels. Resolve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be referred to a higher level.

Level 2	
----------------	--

Training or Qualification	Perform duties at a skill level that requires completion of Year 12 without work experience or an equivalent combination of experience and training. Staff undertaking duties at this level would normally become competent in individual tasks after a limited period of training. It could be expected that some positions may require keyboard competence, or an understanding of equipment, materials, methods and procedures.
Task Level	Perform a range of straightforward tasks under routine supervision. May on occasion perform more complex tasks under close supervision. Established procedures, clear guidelines exist.

Organisational relationships and impact	Following training will be able to provide general information/advice and assistance based on knowledge of the work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.
Supervision and Independence	Direction is provided on the tasks to be undertaken. The job holder has some limited discretion to choose between established methods and sequences, provided set priorities and timetables are met. The approach to standard circumstances is covered in procedures and checked on a selective basis. Non standard or more complex tasks will be subject to detailed instructions and checking.
Judgement and Problem Solving	Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives. Staff at this level will be expected to perform a combination of various straightforward tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.
Level 3	
Training or Qualification	Perform duties at a skill level, which requires completion of a trades certificate; or completion of Year 12, with relevant work experience; or equivalent relevant experience or combination of relevant experience and education/training. Persons advancing through this level may typically perform duties, which require further on the job training or knowledge and training equivalent to progress towards completion of an advanced certificate or associate diploma.
Task Level	Apply a body of knowledge to straightforward tasks. Perform tasks of some complexity involving the use of applied theoretical knowledge and motor skills; including diagnostic skills and assessment of the best approach to a given task. This is the first level where supervision of other staff may be required.
Organisational relationships and impact	Perform tasks/assignments, which require knowledge of the work area processes and how they interact with other related areas, rules, and regulations.
Supervision and Independence	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. This is the first level where the supervision of other staff may be required, where those staff perform a range of straightforward tasks, following set procedures or routines.
Judgement and Problem Solving	Exercise judgement in straightforward tasks, independently solving straightforward problems with reference to established rules, procedures, practices or techniques. Problems encountered are similar, but responses will be based on learned methods, precedent, practices and experience.

Level 4

Training or Qualification Perform duties at a skill level which requires completion of an associate diploma level qualification with relevant work related experience; or a certificate level qualification with post-certificate relevant work experience; or completion of a post-trades certificate or advanced certificate and extensive relevant experience and on the job training; or an equivalent combination of relevant experience and/or education/training.

Task Level Apply a body of broad knowledge and experience to a varied range of tasks. Apply a body of broad knowledge and experience to a limited range of more complex tasks. Limited creative, planning and design functions. Provide advice on procedures and requirements.

May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications, with extensive knowledge of at least one application, to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade. May involve the application of specialist skills (eg., operation of word processing package to produce complex layouts, machine set up or maintenance, guidance to others in the use of a limited range of equipment, application of advanced post trade skills to maintenance tasks) in clerical, trade or operational areas.

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

Supervision and Independence Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences, where some situations are not directly addressed in procedures and choices made which require an understanding of a well defined policy framework and recourse to technical knowledge. May supervise, provide on the job training and assistance to, or coordinate others performing a range of tasks within a single work unit, including liaison with staff at higher levels. May undertake stand alone work.

Judgement and Problem Solving Exercise judgement in a limited range of complex tasks. Independently use established techniques and practices in performing straightforward tasks. Solve straightforward problems within established techniques and practices, perhaps in team situations.

In trades positions, extensive diagnostic skills. In technical positions apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice, which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

Level 5

Training or Qualification Perform duties at a skill level which requires completion of a degree without subsequent relevant work experience; or completion of an associate diploma and at least 2 years subsequent relevant work experience; or completion of a post-trades certificate or advanced certificate and extensive relevant experience as a technician; or an equivalent combination of relevant experience and/or education/training.

Task Level Apply a body of broad knowledge and experience to a range of complex tasks including the development of areas of specialist expertise. New graduates at this level may apply theoretical knowledge in a straightforward way. Administrative positions provide interpretation, advice and decisions on rules and entitlements.

Organisational relationships and impact Perform tasks/assignments of an advanced nature, which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

Supervision and Independence Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Use theoretical and technical knowledge to interpret procedures. May supervise staff and have some responsibility for the day to day operation of a discrete work unit or the leadership of a small team, including setting priorities, meeting service standards and assisting with the monitoring or review of systems.

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

A range of differing situations will be encountered requiring judgement based on theoretical and technical knowledge. Will be expected to exercise initiative in the application of systems and procedures. May contribute to decision making by applying a thorough knowledge of a complex set of rules, activities or procedures to particular cases, to make recommendations for authorisation by more senior staff. May make regular operational decisions on the provision, availability or deployment of resources and services, which impact outside the immediate work unit or on clients.

Level 6

Task Level Perform work assignments guided by policy, precedents, professional standards and managerial or technical expertise. Develop or redefine procedures and interpret policy within own area. May have depth or breadth of expertise developed through relevant experience and application. May have extensive supervisory and line management responsibility for other staff.

Organisational relationships and impact Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, 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.

Supervision and Independence	Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Within policy, will set medium term priorities and monitor work flows and systems within an area of responsibility. May have extensive supervisory responsibility or some line management responsibility for staff performing a set of related functions. May have indirect reports.
Judgement 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. Solve both common and unusual problems. Some discretion to innovate within own function and take responsibility for outcomes, which may include the development of procedures and management strategies.
Level 7	
Training or Qualification	Perform duties at a skill level, which requires a degree with at least 4 years subsequent relevant experience; or extensive experience and management expertise in technical or administrative fields; or an equivalent combination of relevant experience and/or education/training.
Task Level	Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems. Develop or redefine procedures and interpret policy, which may impact beyond the immediate work area. May be a recognised authority in a specialised area. May manage other staff in the performance of a function, involving their training and supervision combined with policy development responsibilities.
Organisational relationships and impact	Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities. Will be expected where required to negotiate solutions where a range of interests have to be accommodated, often requiring work with contributors with different areas of expertise.
Supervision and Independence	Direction is provided in terms of objectives, which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the staff member may be required. Performance will be measured against objectives. May have line management responsibility for staff performing a related set of functions, usually with distinct areas of expertise. Advice will be provided to staff at higher levels on program objectives, organisational structure and budget expenditure.
Level 8	
Training or Qualification	Perform duties at a skill level, which requires 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.

Task Level	Develop policy, procedures which may impact beyond the immediate work area. Provide strategic support and advice to other work areas. Program development and implementation. May conduct research or be a recognised authority in a specialised area at national level. May manage other staff involving management of a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity or management of a small and specialised unit where significant innovation, initiative and/or judgement are required. May assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
Organisational relationships and impact	The staff member would be expected to make policy recommendations to others and to implement programs involving major change, which may impact on other areas of the University's operations.
Supervision and Independence	Direction is provided in terms of objectives, which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.
Judgement and Problem Solving	Responsible for program development and implementation. Provide strategic support and advice to Departments or Faculties requiring integration of a range of University policies and external requirements, and an ability to achieve objectives operating within complex organisation structures. Develop systems or programs (including priorities, policies and procedures) within closely defined statements of role objectives. May require new responses based on the integration of a range of knowledge, policies or procedures or in drawing together the interests of several functional areas.
Level 9	
Training or Qualification	Perform duties at a skill level, which requires postgraduate qualifications and extensive relevant experience; or extensive management experience and proved management expertise; or an equivalent combination of relevant experience and/or education/training.
Task Level	Develop and review major professional, management or administrative policies. Significant high level creative, planning on management functions. Substantial accountability and responsibility for the output of others. Responsibility for significant resources. May conduct research or be a recognised authority in a specialised field at national or international level. May assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
Organisational relationships and impact	Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change, which may impact on other areas of the University's operations.

Supervision and Independence	<p>Direction is provided in terms of objectives, which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives. Will manage other staff involving management of 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 or management of a small and specialised unit where significant innovation, initiative and/or judgement are required.</p>
Judgement and Problem Solving	<p>Responsible for program development and implementation. Provide strategic support and advice to schools requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures. Develop systems or programs (including priorities, policies and procedures) within given broad statements of role objectives where considerable latitude or input applies in the initial definition of the role objective and/or where implementation responsibilities have been substantially devolved, subject to agreed budgets and periodic review against performance objectives. Have independence in the allocation of resources within constraints established by senior management.</p>
Level 10	
Training or Qualification	<p>Perform duties at a skill level, which requires proven expertise in the management of significant human and material resources; or postgraduate qualifications and extensive relevant experience; or an equivalent alternative combination of relevant knowledge, training and/or experience.</p>
Task Level	<p>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.</p>
Organisational relationships and impact	<p>Bring a multi perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the University's strategies to new, including externally generated, demands.</p>
Supervision and Independence	<p>Substantial management responsibility, usually for a diverse set of functions, including responsibility for setting and reviewing longer term performance criteria and objectives. Alternatively, work in situation where job objectives, performance criteria and funding are proposed, developed and in practical terms, determined by the job holder. May have responsibility for approving substantial budget expenditure.</p>
Judgement and Problem Solving	<p>Be fully responsible for the achievement of significant organisational objectives and programs. Responsible for the achievement of objectives and programs affecting a significant organisational area at Faculty level or equivalent. May be an influential contributor to decisions over the allocation of substantial resources.</p>

Schedule 6— Minimum Standards for Academic Levels (MSALs)

1. Introduction

- (a) This Schedule sets out the minimum standards for academic levels A to E. The levels are differentiated by:
 - level of complexity;
 - degree of autonomy;
 - leadership requirements of the position; and,
 - level of achievement of the academic.
- (b) Individual responsibilities of an Academic Staff may vary according to the specific requirements of the University to meet its objectives, different discipline requirements and/or Staff development needs.
- (c) Academics appointed to a particular level may be assigned and expected to undertake responsibilities and functions of any level up to and including the level to which they are appointed or promoted. In addition, they may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

2. Teaching and Research Academic Staff

2.1 Level A

- (a) A Level *A* academic will work with the support and guidance from more senior Academic Staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level *A* academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.
- (b) A Level *A* academic will normally contribute to teaching at the University, at a level appropriate to the skills and experience of the Staff Member, engage in scholarly, research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or her activities at the University. The contribution to teaching of Level *A* academics will be primarily at undergraduate and graduate diploma level.

2.2 Level B

- (a) A Level *B* academic will undertake independent teaching and research in his or her discipline or related area. In research and/or scholarship and/or teaching a Level *B* academic will make an independent contribution through professional practice and expertise and co-ordinate and/or lead the activities of other Staff, as appropriate to the discipline.
- (b) A Level *B* academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the University and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the University.

2.3 Level C

- (a) A Level *C* academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.
- (b) A Level *C* academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. He or she will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the University.

2.4 Level D

- (a) A Level *D* academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.
- (b) A Level *D* academic will make an outstanding contribution to the governance and collegial life inside and outside of the University and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

2.5 Level E

- (a) A Level *E* academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the University and within the community, professional, commercial or industrial sectors.
- (b) A Level *E* academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level *E* academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the University.

3. Research Academic Staff (inclusive of creative disciplines)

3.1 Level A

- (a) A Level *A* research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.
- (b) A Level *A* research academic will normally work under the supervision of Academic Staff at Level *B* or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level *A* research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the University.

3.2 Level B

- (a) A Level *B* research academic will normally have experience in research or scholarly activities, which have resulted in publications in, refereed journals or other demonstrated scholarly activities.

- (b) A Level *B* research academic will carry out independent and/or team research. A Level *B* research academic may supervise postgraduate research students or projects and be involved in research training.

3.3 Level C

- (a) A Level *C* research academic will make independent and original contributions to research, which have a significant impact on his or her field of expertise.
- (b) The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.
- (c) A Level *C* research academic will provide leadership in research, including research training and supervision.

3.4 Level D

- (a) A Level *D* research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.
- (b) A Level *D* research academic will play an outstanding role within the University, discipline and/or profession in fostering the research activities of others and in research training.

3.5 Level E

- (a) A Level *E* research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.
- (b) A Level *E* research academic will provide leadership in his or her field of research, within the University, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.



29 August 2006

Agreement number: 06614757

MACQUARIE UNIVERSITY
Macquarie University
Balaclava Rd
MACQUARIE UNIVERSITY NSW 2109

Declaration Receipt - Union collective agreement

This receipt confirms that the Employment Advocate has received a declaration form from the employer, MACQUARIE UNIVERSITY on 29 August 2006.

The employer has declared that a copy of a union collective agreement was lodged. The employer's declaration applies to the agreement named in the declaration form as MACQUARIE UNIVERSITY ENTERPRISE AGREEMENT 2006-2009. A union collective agreement starts operating on the date of lodgement.

Within 21 days of receiving this receipt, the employer must take reasonable steps to give copies of this receipt to all employees whose employment is subject to the union collective agreement at the time the employer receives this receipt. If the employer does not give copies of this receipt to these employees, an employer who is an individual may be liable for a penalty of up to \$3,300 and an employer who is a body corporate may be liable for a penalty of up to \$16,500.

The Australian Fair Pay and Conditions Standard, in the *Workplace Relations Act 1996*, sets five minimum conditions. The minimum conditions in the Standard will apply, if the conditions in the union collective agreement are less favourable to the employee. Additionally, certain protected award conditions are included in the union collective agreement, unless the agreement specifically excludes or changes these protected award conditions.

You should keep this receipt for your records. If you have any questions in relation to this receipt or the union collective agreement, please contact the Office of the Employment Advocate on 1300 366 632 and quote the agreement number at the top of this receipt.

More information about your rights and obligations is also available in the fact sheet, My Workplace Agreement.

Peter McIlwain
EMPLOYMENT ADVOCATE