



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Macquarie University
(AG2023/3289)

MACQUARIE UNIVERSITY ACADEMIC STAFF ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT EASTON

SYDNEY, 17 OCTOBER 2023

Application for approval of the Macquarie University Academic Staff Enterprise Agreement 2023.

[1] Macquarie University (**the Employer**) has made an application for the approval of the *Macquarie University Academic Staff Enterprise Agreement 2023* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

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

[3] The National Tertiary Education Industry Union (**NTEU**) was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the NTEU.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 October 2023. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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PART 1: ADMINISTRATION OF THE AGREEMENT

1. TITLE

This Agreement will be known as the *Macquarie University Academic Staff Enterprise Agreement 2023*.

2. DEFINITIONS

In this Agreement, the following definitions will apply:

Aboriginal and Torres Strait Islander Person means a person of Aboriginal and/or Torres Strait Islander descent who identifies as an Aboriginal and/or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community.

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

Academic Staff Implementation Committee or ASIC means the consultative committee established under clause 54 of this Agreement.

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

Agreement means the *Macquarie University Academic Staff Enterprise Agreement 2023*

Allowance refers to a payment made, in addition to the Staff Member's Base Salary, for performing a specific role or payment made as reimbursement for expenses.

Base Salary means the payment made to a Staff Member pursuant to *Schedule 1 – Full time Academic Salaries* subject to taxation and including other lawful deductions.

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

Concessional Days are the 3 days paid absence granted to University Staff following Boxing Day and before New Year's Day.

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

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

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

Eligible Casual Staff Member for the purposes of parental leave means a Staff Member who has been working for the University on a regular and systematic basis for at least 12 months and has a reasonable expectation of continuing work on that basis and /or has been employed by the University for at least 3 of the preceding 5 sessions.

Executive Dean means Head of Faculty or Office or where applicable, the person acting in the position of Executive Dean or a nominee at the equivalent or higher level.

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

FWC refers to the Fair Work Commission.

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

Full-time Employment means 70 ordinary hours per fortnight.

Manager refers to the head of a functional or organisational unit as defined by the University's structures or where applicable the person acting in the position of Manager or a nominee at the equivalent or higher level.

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

NTEU means the National Tertiary Education Industry Union.

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.

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

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

Secondment is an arrangement made with the mutual consent of the Executive Dean and Staff Member where a Staff Member is released under specific agreed arrangements to work in another area within the University or with another organisation for a specific period of time. Secondments will not normally be for longer than 2 years. Subject to clause 47, *Managing Change in the Workplace*, a Staff Member has the right to return to their substantive position at the conclusion of a period of secondment.

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

- (a) a member of staff of the University covered by this Agreement; and
- (b) not an Exempt Staff Member.

Staff Approval Date means the date that a vote by Staff Members approving this Agreement is confirmed.

Supervisor means the person nominated by the University to whom the Staff Member is to report with respect to work performance, duties and performance outcomes or where applicable the person acting in the position of Supervisor or a nominee at the equivalent or higher level.

Types of Employment refers to the employment types prescribed in clause 9, 10, 11 and 12 of this Agreement. A Staff Member will be employed in one or other of the Types of Employment.

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

University means Macquarie University.

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

NB: Reference to the singular number will mean and refer to and include reference to the plural number. Headings are for reference only and do not affect the meaning of this Agreement.

3. COVERAGE AND TERM OF THIS AGREEMENT

- 3.1 This Agreement covers:
- (a) the University, in respect of each Academic Staff Member;
 - (b) each Academic Staff Member; and
 - (c) the NTEU.
- 3.2 This Agreement does not cover Exempt Staff Members as defined in clause 2, *Definitions*.
- 3.3 This Agreement has a nominal expiry date of 30 June 2026.
- 3.4 Discussions for a replacement agreement will commence three months prior to the expiry of this Agreement.

4. EFFECT OF THIS AGREEMENT

- 4.1 This Agreement does not:
- (a) incorporate or otherwise include as terms of this Agreement any policy, procedure, guideline, code or other document of the University, whether or not referred to in this Agreement; and
 - (b) affect the University's ability to vary, revoke or establish any policy, procedure, guideline, code or other document of the University, whether or not referred to in this Agreement, subject to subclause 54(b)(i) of this Agreement.

5. RELATIONSHIP WITH AWARDS AND OTHER INDUSTRIAL INSTRUMENTS

- 5.1 This Agreement is a closed and comprehensive agreement and wholly displaces any awards and agreements which, but for the operation of this Agreement, would apply.
- 5.2 This Agreement entirely replaces the *Macquarie University Academic Staff Enterprise Agreement 2018*.
- 5.3 Despite subclause 5.2 above if any party referred to in subclause 3.1 (a) – (c) has, prior to the operation of this Agreement, commenced proceedings under clause 13, Probation, clause 44, *Managing Change in the Workplace*, clause 50, *Dispute Settling Procedures*, clause 46, *Unsatisfactory Performance*, clause 45, *Redundancy, Redeployment and Retrenchment*, clause 54, *Abandonment of Employment*, or clause 55, *Termination on the Grounds of Incapacity*, of the *Macquarie University Academic Staff Enterprise Agreement 2018*, then the parties will continue such proceedings to completion in accordance with the procedures prescribed in each such clause.
- 5.4 An application for Parental Leave made prior to the operation of this Agreement will continue to operate in accordance with clause 30 of the *Macquarie University Academic Staff Enterprise Agreement 2018*.

6. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 6.1 The University and a Staff Member covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if the arrangement:
- (a) deals with taking leave in accordance with the Deferred Salary Scheme Policy; and/or
 - (b) varies the timing of salary payments from fortnightly to some other salary payment pattern; and/or
 - (c) deals with converting above load remuneration to an alternative form of benefit; and
 - (d) the arrangement meets the genuine needs of the University and the Staff Member; and
 - (e) the arrangement is genuinely agreed to by the University and Staff Member.
- 6.2 The University must ensure that the terms of the Individual Flexibility Arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.
- 6.3 The University must ensure that the Individual Flexibility Arrangement:
- (a) is in writing; and
 - (b) includes the name of the University and the Staff Member; and
 - (c) is signed by the University and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and

- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Staff Member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 6.4 The University must give the Staff Member a copy of the Individual Flexibility Arrangement within 14 days of it being agreed.
- 6.5 The University or Staff Member may terminate the Individual Flexibility Arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the University and Staff Member agree in writing — at any time.

PART 2: STARTING AT MACQUARIE

7. RECRUITMENT AND SELECTION

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

Appeals Against Non-Appointment

- 7.2 A Staff Member, who is an unsuccessful applicant for appointment to a vacant position that has been advertised, may request a written report stating the reasons for their non-selection. Such a request must be made to the Chair of the selection panel within two days of being notified of the selection decision, and the report, by the Chair, must be provided within seven working days of receiving the Staff Member's request.
- 7.3 The Staff Member may apply to have the decision reviewed by the Chief People Officer 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.
- 7.4 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 was an internal candidate (already employed by the University);
 - (c) the appointment is a continuing appointment or, if it is a fixed term appointment or secondment, the term is for two years or more; and
 - (d) the position applied for carries a higher salary than that currently occupied by the appellant.
- 7.5 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.
- 7.6 Appeals will be dealt with in accordance with the University's recruitment and selection policies as varied from time to time.

8. INSTRUMENT OF APPOINTMENT

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

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

9. CONTINUING EMPLOYMENT

- 9.1 Continuing employment means employment with no specified end date or specified contingency that brings the contract to an end. 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.
- 9.2 Continuing appointments may be offered as Full-time Employment or Part-time Employment. Where Part-time Employment is offered, the offer of employment made by the University will specify the fraction of ordinary hours of work for which employment is offered.

10. FIXED TERM EMPLOYMENT

- 10.1 Fixed term employment means:
 - (a) employment for a specified term or ascertainable period, for which the instrument of appointment will specify the starting and finishing dates; or
 - (b) employment in connection with a specific task or project, which will terminate upon the occurrence of a specified contingency related to the task or project not normally in excess of (3) three years.
- 10.2 Contracts for fixed term employment may be offered as Full-time Employment or Part-time Employment. Where Part-time Employment is offered, the offer of employment made by the University will specify the fraction of ordinary hours of work for which employment is offered.
- 10.3 Fixed term contracts may be terminated by the University:
 - (a) during a probationary period in accordance with clause 14, *Probation*; or
 - (b) when, in accordance with clause 47, *Managing Change in the Workplace* it is identified that the Staff Member's position has become redundant because non-recurrent funding essential to the employment ceases or the work is no longer required to be undertaken; or
 - (c) for cause based on unsatisfactory performance in which case the University will pay the Staff Member four months' salary; or
 - (d) for cause based on serious misconduct; or
 - (e) by abandonment of employment.
- 10.4 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.

Review of Fixed Term Appointments

- 10.5 Before 7 December 2023, the University will undertake a review of existing fixed term contracts to ensure compliance with Part 10 of the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (SJBPA Act)*. The University will take appropriate action to ensure compliance with the SJBPA Act, including converting positions to continuing employment where appropriate, and discuss the outcomes of the review with ASIC.

Restriction on Use of Fixed term Appointments

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

Category	Description
(a) Specific task or project	A definable work activity that has a starting time and is expected to be completed within an anticipated timeframe not normally in excess of three (3) years. Without limiting the generality of that circumstance, it will also include a period of employment provided for from funds external to the University, i.e., funding that is not part of an operating grant from the Government or funding comprising fees paid by or on behalf of students.
(b) Research	Work activity by a person engaged on research-only functions for a contract period not exceeding five years.
(c) Replacement	Work activity by a person engaged to: (i) replace a full-time or part-time Staff Member for a definable period during which the replaced Staff Member is on authorised leave of absence, OSP or is temporarily seconded or appointed away from their usual work area or role; or (ii) fulfil the duties of a vacant position that the University has made a definite decision to fill and has commenced recruitment action until a Staff Member is engaged for the vacant position; or (iii) fulfil the duties of a position that is temporarily vacant because the normal occupant is performing higher duties pending the outcome of recruitment action initiated and/or in progress by the University for that vacant higher duties position until a Staff Member is engaged for the vacant higher duties position as applicable;
(d) Pre-retirement contract	Where a Staff Member declares that it is their intention to retire, a fixed term contract expiring on a mutually agreed date may be adopted as the appropriate type of employment and subject to the conditions under subclauses 10.7 – 10.11 below. Appointments under this category must not exceed 5 years
(e) Post-retirement contract	Where a person who has retired from the University or another university and is eligible to access their retirement benefit from the relevant superannuation fund may be engaged for a limited period of time. Such employment contracts will be used primarily for the purpose of research degree supervision duration.
(f) Enrolled Student	Where a person is enrolled as a student, employment under a fixed term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work for which the student is appropriately qualified and subject to the conditions set out in subclause 10.12 below.
(g) Recent professional practice	Where a Staff Member is engaged because the curriculum in a professional or vocational education program requires that the work be undertaken by a person who has recent practical or commercial experience.
(h) Disestablished Organisational Area	Work in an area that is performing one or more functions or teaching one or more programs where the University has made a decision to cease these activities within a reasonably certain time. Where part or all of an organisational area is to be disestablished, a fixed term contract of up to 2 years, may be offered under this category and subject to the conditions under subclause 10.13 below.

(i) New Organisational Area	Work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed term employment may be offered for up to 2 years.
(j) Sudden unanticipated rise in student enrolments	An appointment on a fixed term basis may be offered for work in an academic unit where there is a sudden unanticipated increase in enrolments. In this circumstance fixed term employment may be offered for up to two years and subject to the conditions under clause 10.14 below.
(k) Early Career Fellowships (ECFs)	Level A or Level B teaching and research or research-only appointments of two years' duration and subject to the conditions under subclauses 10.15 and 10.16 below.

Pre-retirement Contracts

- 10.7 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.
- 10.8 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. A Staff Member may express an interest in a pre-retirement contract and should discuss the proposed terms of the contract with their Supervisor in the first instance. The proposed terms may include variations to hours of work or duties performed, financial transition to retirement, leave, or other transition arrangements.
- 10.9 Subclause 10.3(b) will not apply to the termination of pre-retirement contracts.
- 10.10 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.
- 10.11 It is the Staff Member's responsibility to seek independent financial advice.

Enrolled Student

- 10.12 Employment under this category may be offered provided that:
- (a) such fixed term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
 - (b) that an offer of fixed term employment under this category will not normally be made on the condition that the person must enrol as a student.

Disestablished Organisational Area

- 10.13 If the University reverses its decision to discontinue functions or teaching of programs then, subject to satisfactory performance and original appointment through a competitive selection process, the Staff Member will be offered continuing employment.

Sudden Unanticipated Rise in Student Enrolments

- 10.14 If the enrolments persist at the increased levels beyond two years then, subject to satisfactory performance and original appointment through a competitive process, a Staff Member will be offered continuing employment.

Early Career Fellows (ECF)

- 10.15 Appointment to an ECF will be on merit through a competitive selection process. Where a Faculty advertises an ECF it will develop an appointment process that will include a call for applications and a selection panel that includes a Head of Department. Eligibility to apply for ECFs will be restricted to casual Staff Members who have:
- (a) been awarded a PhD and performed casual teaching work for the University in at least 3 entire teaching periods, over the last 5 years; or
 - (b) been active candidates for their PhD for at least 2 years and performed casual teaching work for the University in at least 5 entire teaching periods, over the last 5 years.
- 10.16 At the end of the ECF, an assessment will be made as to whether a further fixed term appointment of two years will be made. A further appointment will be subject to an assessment of the Staff Member's satisfactory progress and the continuing need for the work being performed as evidenced by the subjects or like subjects continuing, or further research funding being available.

Notice of Cessation or Re-offer of Fixed term Employment

- 10.17 A fixed term Staff Member may be offered a further fixed term appointment, provided that appointment is consistent with subclauses 10.6 – 10.16 above. Unless such an offer is made and accepted, or the Staff Member's employment is terminated earlier in accordance with subclause 10.3, 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 fixed term employment in the position provided that:
- (a) they were initially appointed through an externally advertised competitive selection process; and
 - (b) they are demonstrating satisfactory performance in all aspects of the position; and
 - (c) in the case of substantially similar duties, the University is satisfied that they have the capacity to meet any new duties or competencies that may be required.
- 10.18 The University will provide to a fixed term Staff Member written notice (including by email) of 5 weeks of its intention to offer, or not to offer, further employment with the University upon the expiry of the contract except where:
- (a) the Staff Member is on a pre-retirement contract; or
 - (b) the Staff Member is on a first fixed term contract of less than six months.
- 10.19 Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by subclause 10.18 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 under subclause 10.18, and
 - (b) gives notice to the Staff Member at the earliest practicable date thereafter.

Severance Pay for Fixed term Staff Member

- 10.20 Where a fixed term Staff Member is terminated prior to the expiry of their fixed term contract in accordance with subclause 10.3 (b), the University will pay the Staff Member the lesser of:
- (a) the salary which the Staff Member would have received if they had continued employment until the expiry of the fixed term contract; or
 - (b) the voluntary redundancy benefit payable under subclause 48.19.
- 10.21 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 10.24 below, except where:
- (a) the Staff Member was employed on a first fixed term contract; or
 - (b) the Staff Member was offered but did not accept a further offer of employment; or
 - (c) the Staff Member was replacing another Staff Member on leave or secondment from the workplace; or
 - (d) the Staff Member was on a pre-retirement contract.

- 10.22 A Staff Member will also be entitled to the severance in subclause 10.24 where they are employed on a fixed term contract for the circumstances described in subclause 10.6(a) or (b) and the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.
- 10.23 The University, in a particular case, may make an application to the Fair Work Commission to have the severance payment entitlement varied if it obtains acceptable alternative employment for the Staff Member.
- 10.24 Where a Staff Member is entitled to a severance payment in accordance with subclause 10.20 or 10.21 above, the following payments will apply:

Staff Member's period of continuous service with the University on termination	Severance Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 10.25 Where a fixed term Staff Member with between five and ten years of Continuous Service is entitled to a severance payment, they will be entitled to a payment in lieu of long service leave calculated at the pro-rata rate of two months for ten years of Continuous Service.
- 10.26 Casual employment, approved unpaid leave and/or periods of continuing employment prior to commencing a fixed term contract will not count as Continuous Service for the purposes of subclause 10.24 but will not constitute breaks in Continuous Service.
- 10.27 Where the University advises a Staff Member in writing that further employment may be offered within six weeks of the expiry of a period of fixed term employment, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.

Conversion from Fixed term to Continuing Employment

- 10.28 A Staff Member on a fixed term contract may apply to convert their employment to continuing employment in their current position provided that the following criteria are met:
- (a) the Staff Member's period of employment under fixed term contracts has exceeded 2 years of Continuous Service; and
 - (b) the Staff Member was originally or subsequently appointed to the position through an open and competitive selection process.
- 10.29 A fixed term Staff Member who has applied for conversion under subclause 10.28 and who meets the criteria prescribed by subclauses 10.28 (a) and (b) will be converted to ongoing employment unless:
- (a) the Staff Member has not passed the maximum timeframe specified in the relevant paragraph of subclause 10.6 above;
 - (b) the Staff Member has not performed satisfactorily;
 - (c) the University no longer requires work of the same or similar nature to be performed within the Staff Member's work unit; or
 - (d) having regard to all the relevant circumstances, there would be insufficient work available for the Staff Member to be usefully employed on an ongoing basis.

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

11. CONTINUING (CONTINGENT FUNDED) APPOINTMENTS

- 11.1 Contingent Funding is limited-term funding provided for from sources that are not part of the University's operating funds, including, funding that is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 11.2 A Staff Member appointed to a fixed term position (or positions) funded by Contingent Funding for a period of continuous service of 2 years or more who is to be appointed to a further consecutive contract of at least 1 year, may be offered employment on a Continuing (Contingent Funded) basis in accordance with this provision. A Staff Member's fixed term service prior to the commencement of this Agreement will count as service for the purposes of this subclause.
- 11.3 Notwithstanding the above, Staff appointed as fixed term research-only position (or positions) may be appointed, at the discretion of the relevant Executive Dean (or equivalent), to Continuing (Contingent Funded) employment using internal funds, where:
- (a) the use of internal funding is for a limited period; and
 - (b) the area has a reasonable expectation that alternative contingent funding or a standard appointment will become available; and
 - (c) the alternative would be the termination of the Staff Member's employment with the University.
- 11.4 Staff employed as Continuing (Contingent Funded) may apply for internally advertised positions.
- 11.5 The following provisions of this Agreement do not apply to Staff Members employed as Continuing (Contingent Funded):
- (a) Clause 47, *Managing Change in the Workplace* in respect to the contingent position that the Staff Member occupies;
 - (b) Clause 48, *Redundancy, Redeployment and Retrenchment*; and
 - (c) Clause 52, *Complaint Procedures* to the extent that the complaint relates to any decision to offer, not offer, continue or terminate Continuing (Contingent Funded) employment.
- 11.6 The University will not terminate the employment of a Staff Member on Continuing (Contingent Funded) employment unless:
- (a) the position occupied by the Staff Member is no longer required; or
 - (b) the Contingent Funding that supports the position ceases or is insufficient to support the continued employment of the Staff Member in the position; or
 - (c) the inherent nature of the work required has changed significantly and the skills and experience of the Staff Member will not enable them to complete the requirements of the position; or
 - (d) termination is under the probation, disciplinary or medical incapacity provisions of this Agreement.
- 11.7 Where there is a reasonable expectation that the funding that supports a Staff Member's Continuing (Contingent Funded) position is unlikely to continue, the University will consider all reasonable options to avoid the employment ceasing.
- 11.8 Where the funding that supports the Staff Member's Continuing (Contingent Funded) employment ceases, the University:
- (a) may transfer the Staff Member to another equivalent position, or at the request of the Staff Member, consult with the Staff Member in relation to other positions; or
 - (b) will provide the Staff Member with a minimum of 4 weeks' notice of termination, or 5 weeks if the Staff Member is over 45 years of age or payment in lieu of notice if a transfer opportunity does not exist; or
 - (c) may also offer a further six months employment to give the Staff Member an opportunity to draft further grant applications and await results while continuing to undertake other suitable work for the University.

- 11.9 If, during the notice period, the contingent funding for the position is renewed, the University will make an offer of further employment.
- 11.10 If an application for renewal of the Contingent Funding for the position is still pending, the period of employment may, at the discretion of the University, continue for any period of paid leave the Staff Member is entitled to and thereafter to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and any outstanding leave may be delayed for up to nine weeks to facilitate continuation of service.
- 11.11 If employment is to cease the following severance payments will apply:

Period of Continuous Service	Severance Pay
At least 1 year but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more but less than 4 years	7 weeks
4 years or more but less than 5 years	8 weeks
5 years or more but less than 6 years	10 weeks
6 years or more but less than 7 years	11 weeks
7 years or more but less than 8 years	13 weeks
8 years or more but less than 9 years	14 weeks
9 years or more but less than 12 years	16 weeks
12 years or more but less than 15 years	20 weeks
15 years or more but less than 20 years	24 weeks
20 years or more	30 weeks

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

12. CASUAL EMPLOYMENT

- 12.1 Casual employment means employment of a Staff Member who is paid and engaged by the hour to fulfil duties consistent with Schedule 3, *Casual Academic Activity Descriptors*. Casual employment may be terminated at one hour's notice.
- 12.2 The parties to this Agreement recognise that casual employment may legitimately be used by the University to address fluctuations in the academic and business cycle of the University. Beyond this requirement for flexibility, the University will not use casual employment to perform work that could reasonably be performed on a continuing or fixed term basis.
- 12.3 Casual employment should be on the basis of merit and be transparent, competitive and consistent with University policy.

Casual Rates of Pay

- 12.4 A Staff Member employed on a casual basis will be paid the applicable casual hourly salary rate provided for in Schedule 2, *Casual Academic Rates of Pay*. The hourly rate includes a loading of 25%. This loading is paid in compensation for the casual nature of the appointment and all forms of leave (excluding long service leave), redundancy and any other relevant entitlements.
- 12.5 A casual Staff Member will not have any expectation of continuing employment.

Casual Staff Professional Development

- 12.6 Each Faculty of the University will provide opportunities to casual Staff to assist with their professional and career development. The University will pay casual Staff Members to attend (including the equivalent of attendance for online professional development activities) approved professional development, at the appropriate hourly rate.
- 12.7 Access to these opportunities will be approved on the basis that the proposed development is directly relevant to nature of work being undertaken and/or the discipline or work area within which the Staff Member is employed. Preference will be given to casual Staff who do not otherwise have access to professional development opportunities.
- 12.8 Where the University requires a casual Staff Member to participate in compulsory training, payment for this attendance will be made at the appropriate hourly rate.
- 12.9 Casual Staff Members who undertake student evaluation of their teaching will be entitled to seek and receive feedback on their teaching at the Department level. This includes assistance with interpreting student feedback results and advice on appropriate professional development to address any concerns with their teaching practice and performance.
- 12.10 Each Faculty will conduct and make available to new casual Academic Staff an introduction session. The introduction session will clarify terms and conditions of employment and provide information on administrative provisions relevant to casual Academic Staff. A casual Staff Member's attendance at the introduction session will be paid up to a maximum of 4 hours on their initial casual engagement with the University.
- 12.11 Casual Staff will be eligible to apply for internally advertised University positions, including those advertised in accordance with clause 13 below.
- 12.12 The University has a voluntary register for individuals who wish to express an interest in opportunities for casual teaching and research assistant roles.
- 12.13 A casual Staff Member may request, and be provided with, a statement of service from the University listing their academic activities.
- 12.14 Casual Staff Members will be invited to attend Department and Faculty meetings on the same basis as continuing and fixed term Staff Members.

Resources and Facilities

- 12.15 Casual Staff Members will, as appropriate and necessary, be provided with the following resources and facilities on the same basis as continuing and fixed term Staff Members:
 - (a) library cards;
 - (b) out-of-hours access;
 - (c) email accounts;
 - (d) network and intranet access;
 - (e) inclusion in the University's telephone and web directory;
 - (f) access to shared department printer/s;
 - (g) access to meeting space for consultation with students.

13. EMPLOYMENT OPPORTUNITIES FOR CASUAL ACADEMIC STAFF

- 13.1 **Commitment to Create Positions:**
 - (a) The parties to this Agreement recognise the shared interest in reducing the rates of casualisation across the sector by creating opportunities for more secure forms of employment.
 - (b) To support subclause 13.1(a), over the calendar years 2024, 2025 and 2026, the University will create a minimum of 70 academic positions, of which at least 20 will be Teaching and Research Academic positions.

(c) The University will take all reasonable steps to achieve a 15% reduction in the proportion of the casual academic workforce (on an FTE basis comparative to the total FTE academic workforce) over the 3-year period following commencement of the Agreement.

- 13.2 The distribution of the positions across Faculties and the timing of advertisements will be determined by the University and informed by the operational needs in each Faculty.
- 13.3 Appointments to positions advertised under this clause will be subject to a competitive, merit-based selection process.
- 13.4 The majority of the positions established in accordance with subclause 13.1(b) will be advertised, in the first instance, to casual staff who have worked at the University in the current or previous academic year. Selection panels will give priority consideration to internal applicants, and interview candidates the panels consider are potentially suitable. Following this process, the University may then determine whether or not to proceed to external advertisement.
- 13.5 If a Staff Member appointed in accordance with subclause 13.1(b) fails to meet required academic standards during the probationary period and is terminated in accordance with the requirements of this Agreement, the University will readvertise the position, or an alternative position, in accordance with this clause.
- 13.6 Positions established in accordance with this clause will not perform any teaching work that was identified as remaining from a continuing academic position that has been made redundant through a workplace change process occurring at the time under clause 47 of this Agreement.
- 13.7 The University will report to ASIC on the progress and outcomes under this clause over the life of this Agreement.

14. PROBATION

Application

- 14.1 This clause will apply to Staff Members who commence employment with the University on or after the date of commencement of this Agreement. If a Staff Member is subject to a probationary period under clause 13 of the *Macquarie University Academic Staff Enterprise Agreement 2018* at the date of commencement of this Agreement, that process will continue to apply.

Probationary period

- 14.2 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. The period will be specified in the instrument of appointment and will be in accordance with the table below:

Nature of appointment	Probationary Period
First continuing employment	Normally up to 2 years with a maximum of 3 years including any extensions
First fixed term employment	Up to 2 years
Second or subsequent continuing appointment	A probationary period may be considered but usually will not apply
Second or subsequent fixed term appointment to the same or substantially similar position	Probation will not apply
Secondment or transfer	Probation will not apply
Promotion	Probation will not apply, and the Staff Member will have their appointment confirmed from the date of effect of the promotion.

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

Setting performance expectations during the probationary period

- 14.4 Within two months a Staff Member's commencement of employment, the Supervisor and the Staff Member will meet to discuss the standard of performance that is to be met during the probationary period.
- 14.5 The Supervisor will hold review meetings with the Staff Member throughout the probationary period at intervals appropriate to the nature of the work being undertaken and the length of the probationary period, provided that where the probationary period is greater than 12 months meetings are scheduled at least annually.
- 14.6 The Supervisor may use the University's Performance Development and Review process to guide probation review meetings.

Reviewing performance during probationary period

- 14.7 The Supervisor will provide regular feedback to the Staff Member during the probationary period and hold review meetings. These meetings will provide an opportunity for the Supervisor to discuss the Staff Member's progress including, if necessary, identifying and addressing any performance concerns.
- 14.8 If the Supervisor identifies performance concerns, then the Staff Member will be given an opportunity to address these issues. The Supervisor will document feedback, review and improvement requirements and provide a copy to the Staff Member.

Probation outcomes

- 14.9 The Supervisor will undertake a final probation review meeting and advise the Staff Member of their recommendation on the outcome of the probation process no later than one month prior to the expiration of the probationary period. The Supervisor may:
- (a) recommend that the Staff Member is confirmed in the position. In these circumstances, the Supervisor will forward a written report to the Executive Dean for approval; or
 - (b) if performance or conduct concerns have been identified but not resolved, the Supervisor may recommend that the Staff Member's employment be terminated during the probationary period, provided that the following conditions are met:
 - (i) compliance with subclause 14.5; and
 - (ii) if the concerns relate to performance, the Staff Member has served at least half of probationary period.
- 14.10 The Supervisor will provide a written report to the Executive Dean setting out the reasons for the recommendation to terminate employment.
- 14.11 The Executive Dean will review the recommendation report and make a final determination.

Notice periods

- 14.12 If the Staff Member's employment is terminated within probation, the Staff Member will be entitled to notice (or payment in lieu) in accordance with the table below:

Length of appointment and probationary period specified in instrument of appointment	Period of Notice (or payment in lieu)
Fixed term appointment of 1 year or less, irrespective of length of probationary period	The lesser of 1 month or to the end of the fixed term appointment
Continuing appointment or fixed term appointment of more than 1 year where the probationary period is less than or equal to 6 months	2 months
Continuing appointment or fixed term appointment of more than 1 year where the probationary period is greater than 6 months but less than or equal to 12 months	4 months
Continuing appointment or fixed term appointment of more than 1 year where the probationary period is greater than 12 months	6 months

- 14.13 A Staff Member with a probationary period of more than one year as specified in their instrument of appointment may appeal against a decision made under subclause 14.11 to terminate their employment. The Staff Member must lodge an appeal within 5 working days of notification of the decision.
- 14.14 An Appeal Committee, constituted by the Chief People Officer, will consider the appeal. The Committee will consist of:
- (a) a nominee of the Chief People Officer (Chair);
 - (b) a Staff Member nominated by the Chair of Academic Senate from a pool of staff endorsed by Academic Senate;
 - (c) a Staff Member nominated by the NTEU.
- 14.15 The Committee will report on whether the procedural steps of this clause were followed. In its consideration, the Committee may request written or verbal information from the Staff Member, Supervisor and Executive Dean. The Staff Member may be represented by a Representative in the appeal process.
- 14.16 The Committee will provide a report to the Chief People Officer prior to the end of the Probation period.
- 14.17 Upon receipt of the report from the Committee, the Chief People Officer will consider the report and make a determination to either:
- (a) confirm the employment of the Staff Member;
 - (b) extend the probation for a further period; or
 - (c) terminate the Staff Member's employment.
- 14.18 Notwithstanding any other provision of this Agreement, the employment of a Staff Member within their probationary period may be terminated at any time for Serious Misconduct (as defined by subclause 50.6), provided that the following procedures are followed:
- (a) the University will provide the Staff Member with written allegations; and
 - (b) the Staff Member will be given an opportunity to respond to the allegations, including raising any mitigating circumstances. Any response from the Staff Member should be in writing and provided within five working days.
- 14.19 The Chief People Officer will convene a Review Committee to consider the allegations and the Staff Member's response (if any). Before reaching a decision about the proposed disciplinary action, the Chief People Officer will consult with the Committee about whether the conduct constitutes serious misconduct. The Review Committee will comprise:
- (a) a nominee of the Chief People Officer (Chair);
 - (b) a nominee of the University;
 - (c) a nominee of the NTEU.
- 14.20 If, following the steps under subclauses 14.17 and 14.18, the University proposes to terminate the employment of the Staff Member, the Chief People Officer will:
- (a) advise the Staff Member of the decision regarding the action proposed to be taken;
 - (b) invite the Staff Member to advise in writing any matters that they want the Chief People Officer to take into account in making a decision about what disciplinary action is to be taken. Any such response must be provided within five working days of the invitation. The Chief People Officer will also invite the Staff Member (and their Representative if they so choose) to attend a meeting to discuss the matter;
 - (c) consider any matters brought to their attention by the Staff Member when deciding what, if any, disciplinary action should be taken.
- 14.21 If disciplinary action is to be taken, the Chief People Officer will advise the Staff Member of the decision and of the operative date of any disciplinary action to be taken.
- 14.22 If the Chief People Officer determines to terminate the employment of the Staff Member the period of notice will be as determined under clause 56, *Termination of Employment*.
- 14.23 Where a decision to take action has been made in accordance with this clause, no further appeal can be made within the University. Nothing in this clause will be construed as excluding the jurisdiction of any external court or tribunal which would be competent to deal with the matter.

PART 3: REMUNERATION AT MACQUARIE

15. SALARIES AND PAYMENTS

- 15.1 On 28 July 2022, the University paid an increase of 2% to all classifications covered by this Agreement.
- 15.2 This Agreement provides for the following salary increases, which will apply to all classifications covered by this Agreement:
 - (a) 5% from the first full pay period on or after the Staff Approval Date;
 - (b) 3.5% effective from the first full pay period on or after 1 July 2024;
 - (c) 3% effective from the first full pay period on or after 1 July 2025;
 - (d) 3% effective from the first full pay period on or after 15 June 2026.

Salary Rates

- 15.3 The salaries in Schedule 1 – Full-time Academic Salaries are in compensation for all ordinary hours specified in the definitions of Full-time Employment and Part-time Employment worked by a Staff Member.
- 15.4 The minimum salaries for full-time Staff Members will be as contained in Schedule 1 – Full-time Academic Salaries.
- 15.5 Part-time Staff will be paid pro rata based on the appropriate salary for full-time Staff Members.
- 15.6 The rates of pay for casual Staff Members will be as contained in Schedule 2 – Casual Academic Rates of Pay. These rates of pay incorporate a casual loading in lieu of those Agreement benefits for which casual Staff are ineligible including those leave and redundancy entitlements to which casual Staff are not entitled.
- 15.7 A Staff Member who on appointment to a Level A position holds, or who during appointment gains, a relevant doctoral qualification will be remunerated at no less than Step 6, Level A.

Payment of Salaries

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

Flexible Salary Packaging

- 15.10 All eligible Staff Members 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 - *Full-time Academic Salaries* in exchange for a 'benefit' of equivalent value.
- 15.11 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.

16. SUPERANNUATION

- 16.1 The University will nominate UniSuper as the default superannuation fund for Staff Members covered by this Agreement to the extent permitted by legislation. The University will provide information about UniSuper and its benefits as part of its onboarding process for new Staff Members.
- 16.2 All Staff Members will be entitled to choose their superannuation fund in accordance with the applicable choice of fund legislation in place from time to time.
- 16.3 An existing Staff Member who is a current member of State Superannuation Fund (SSF) or State Authorities Superannuation Scheme (SASS) may retain that membership and the University will make employer superannuation contributions in accordance with the relevant scheme.

- 16.4 For all other Staff Members, the University will make the following employer superannuation contributions into the Staff Member's nominated superannuation fund or UniSuper:

For continuing and fixed-term Staff Members	17 percent of Ordinary Time Earnings, other than for Staff Members for whom the University has agreed to reduce employer superannuation contributions in accordance with subclause 16.6 below.
For casual staff	The legislated superannuation contribution guarantee in place from time to time.

- 16.5 In this clause, **Ordinary Time Earnings** means Base Salary, any Allowances paid for 12 months or more, and payments in lieu of notice upon termination of employment, provided that at least the legislated superannuation contribution guarantee in place from time to time will be paid on earnings in accordance with applicable legislation in place from time to time.
- 16.6 Provided that the University's Trust Deed and Deed of Covenant with UniSuper so allow, the University may offer to (or agree to a request by) a fixed-term or continuing Staff Member to make reduced employer superannuation contributions to increase take-home salary by an equal amount or to access any other superannuation flexibility so allowed by the relevant Trust Deed and Deed of Covenant.
- 16.7 The Union will be permitted to access the University's Deed of Covenant with UniSuper upon request and the University will take reasonable steps to inform the Unions of changes to the Deed at the time they occur.

17. ALLOWANCES

- 17.1 This Agreement provides for the following Allowances:
- (a) Higher Duties Allowance;
 - (b) Full-unit Co-ordination Allowance;
 - (c) First Aid Allowances;
 - (d) Head of Department Allowance;
 - (e) Work-related Travel Allowance;
 - (f) Motor Vehicle Allowance;
- 17.2 Details of these allowances are set out in Schedule 4 – Allowances.

PART 4: WORKING AT MACQUARIE

18. JOB FAMILIES

Academic Job Families Framework

- 18.1 The University has a framework for classifying continuing academic roles into one of three academic job families:
- (a) **Teaching and Research Academic** is a balanced academic role which will combine elements of research, teaching, leadership and service but the relative emphasis on these components and the nature of the contribution may vary;
 - (b) **Teaching and Leadership Academic** is a specialist teaching and leadership role for staff who demonstrate excellence in teaching and leadership. This role is focussed on enhancing the organisation and delivery of teaching and improving the student experience. The emphasis of this role is on pedagogic innovation, governance and leadership across the University and strong leadership of academic programmes and activities;
 - (c) **Technical/Industry/Commercial Academic** is a specialist academic role designed to be a bridge between industry/commercial enterprise and academia, and/or to accommodate hybrid technical/academic roles that are grounded in research or teaching. The academic component of this role may be teaching or research, coupled with activities that are not traditional academic work.

Limitations

- 18.2 The majority of continuing Staff will continue to perform work within the traditional academic model and be classified as Teaching and Research Academics. The University will maintain at least 75% of continuing FTE academic staff at the University in the Teaching and Research job family.

Duties and workload allocation associated with each job family

- 18.3 Duties and workloads for each job family must be consistent with the Minimum Standards of Academic Levels (MSALs). The default workload allocation for each job family is as set out below:

Job Family	Duties	Default Workload Allocation
Teaching and Research Academic	Teaching, Research and Discovery, Leadership and Service	40% Teaching 40% Research 20% Service
Teaching and Leadership Academic	Teaching, Teaching Leadership, Leadership and Service	70% Teaching 30% Leadership
Technical/Industry/Commercial Academic	Teaching, Research and Discovery, Leadership and Service, Non-traditional academic activity	No default allocation but must have at least 40% dedicated to either teaching or research duties.

- 18.4 Additional information regarding workload allocations and permitted variations within each job family are set out in the Academic Workloads clause.

Transferring to another job family

- 18.5 Transfer to another job family may occur by mutual agreement between a Staff Member and the University, subject to the operational needs of the relevant Faculty and the limitations prescribed in subclause 18.2 above.
- 18.6 Transferring to another job family is voluntary on the part of the Staff Member. No Staff Member will be forced to transfer to another job family.

Professional and Career Development

- 18.7 The University is committed to supporting the professional and career development of all staff, including by providing diverse and meaningful career pathways for all academic staff. All continuing staff, irrespective of their job family, will have access to the University's academic promotion system, PDR processes, Outside Studies Program and other training and development opportunities.

19. ACADEMIC WORKLOADS

Application

- 19.1 The following clauses apply to all fixed term and continuing Staff who have teaching and teaching-related duties, except where otherwise specified.

General Principles

- 19.2 The development of Faculty Workload Models and the process for individual workload allocation will be guided by the following general principles:
- (a) **Collaboration and Consultation:** The development of Faculty Workload Models will be informed by genuine consultation with the Faculty Workload Committee, Academic Staff in the Faculty and ASIC. Processes for individual workload allocation will be consultative and seek to balance individual considerations and preferences with the needs of students and the Faculty.
 - (b) **Transparency:** The processes for developing Faculty Workload Models and individual workload allocation will be clearly articulated and transparent.
 - (c) **Equity and Equivalency:** Faculty Workload Models should be designed to support the equitable and fair allocation of work between Staff Members within and across Schools and Departments. The allocation

of workload should be informed by this principle and additional duties should not be allocated as an intended punitive measure and/or to manage performance concerns. Information sharing and collaboration across Faculties to ensure that Faculty Workload Models across the University are as equitable and equivalent as practicable is encouraged.

- (d) **Flexibility:** Faculty Workload Models and the process for their development and review should support and enable the flexibility and agility required for the University to continue to deliver on its teaching and research mission. This includes scope for flexibility in the allocation of duties and for Heads of Department and Deputy Deans to deploy resources effectively and efficiently.
- (e) **Students First and the Teaching Mission:** Faculty Workload Models and the allocation of individual workloads should foster a culture where individuals and teams embrace the responsibility and leadership for the delivery of quality teaching.
- (f) **Innovation:** All Faculties and Academic Staff Members have a shared responsibility to adapt and evolve in the way that academic work is performed in order to meet the needs of students and the University. Innovations in teaching delivery and assessment should be identified and encouraged and teaching allocations should take efficiency into consideration.
- (g) **Continuous improvement:** Faculty Workload Models and modes for delivering teaching and research should be continually reviewed to identify opportunities for improvement. Academic Staff Members should be encouraged to openly discuss and provide feedback on the implementation of a Faculty Workload Model.

Development of Faculty Workload Models

Committee Composition

- 19.3 The Faculty Workload Committee will be formed as follows:
 - (a) the Executive Dean will seek expressions of interest from the Faculty;
 - (b) the Executive Dean will appoint 50% of the Committee members;
 - (c) the elected academic members of Faculty Board will nominate one of their number to the Committee;
 - (d) the remainder of the Committee members will be appointed by a Deputy Dean (or nominee) and the elected Faculty Board member nominated in paragraph (c) above.
- 19.4 The Committee will be chaired by an academic Staff Member in the Faculty other than the Executive Dean. The Committee will have a representative from each Department/School in the Faculty, with no more than 50% of the Committee being Deputy Deans, Heads of Department/School, Deputy Heads of Department/School or Faculty Associate Deans. It is the responsibility of the Executive Dean, Deputy Dean (or nominee) and the elected Faculty Board member to ensure that the Committee has a representative from each Department/School in the Faculty and aim to ensure diversity of representation, including by gender, level and discipline. Where there are no expressions of interest from a Department/School, or in cases of unplanned absences, an alternate representative may be appointed.
- 19.5 If a Staff Member believes that the Workload Committee formed in their Faculty does not include a diversity of representation consistent with subclause 19.4 then they may seek advice from ASIC. ASIC may recommend steps which can be taken by the Executive Dean to support the objective of diversity of representation.

Draft Model

- 19.6 The Workload Committee will develop a draft Faculty Workload Model consistent with the principles set out in this clause. It is the role of Committee members to seek input from their Department throughout this process, including through normal department processes (e.g. Department meetings).
- 19.7 The draft Faculty Workload Model developed by the Workload Committee will be provided to Academic Staff in the Faculty and ASIC for consultation and input. Staff will normally be provided with a period of two weeks to review the model and provide feedback. In consulting with Academic Staff and ASIC, the Workload Committee will take reasonable steps to explain the impact of the draft Faculty Workload Model on Academic Staff across levels and job families, including by providing illustrative examples.

Recommended Model

- 19.8 Feedback will be provided to the Workload Committee. Following consideration of the feedback and any amendments, the Workload Committee will provide a recommended Faculty Workload Model to the Executive Dean for consideration and approval.

Final Model

- 19.9 The Executive Dean is responsible for approving the Faculty Workload Model. In doing so, the Executive Dean must genuinely consider the recommendations of the Workload Committee and any feedback from Academic Staff in the Faculty and from ASIC. Where the Executive Dean does not agree with the recommendations of the Workload Committee, they must provide reasons and genuinely consult with the Workload Committee to explore whether a revised recommendation can be agreed. The Executive Dean will publish the final Faculty Workload Model on the Faculty intranet, including any Departmental variations.
- 19.10 Where necessary, and to accommodate disciplinary differences across departments Faculty Workload Models may include variations in the components of the model. In order to maintain parity across departments, such variations will be subject to review by the Workload Committee and approval by the Executive Dean.

Essential Components of a Faculty Workload Model

- 19.11 A Faculty Workload Model must:
- (a) include specific time-based allocations for core teaching activities as listed below:
 - (i) preparation and delivery of classroom, online, laboratory, clinical and field teaching activities and resources. This includes creating or updating existing teaching activities and resources;
 - (ii) marking of assessment tasks and examinations and providing feedback on assessment tasks to students;
 - (iii) student consultation, either face-to-face or via email (or other online platform);
 - (iv) fulfilling requirements of the unit convenor role;
 - (b) include allocations or values for HDR Supervision noting that a Faculty Workload Model may count this activity towards teaching and/or research;
 - (c) include any assumptions about class sizes which have informed the Faculty Workload Model.
 - (d) include guidance on how service roles will be recognised under the Faculty Workload Model, including specific time-based allocations for key University and Faculty level service roles. The Workload Committee will determine what those key service roles are;
 - (e) include limits (not norms) for each of the following:
 - (i) face-to-face contact hours;
 - (ii) hours of lectures or online equivalent per week, where the Staff Member:
 - is teaching a unit for the first time;
 - has delivered equivalent lectures in a previous offering of the same unit (repeat delivery);
 - has delivered the same lecture in the current offering of a unit (repeat lecture);
 - (iii) total number of lecture hours, in any week, averaged over the teaching weeks;
 - (iv) expected hours of interaction with students in online units or components of units;
 - (v) expected marking loads;
 - (vi) the number of research degree students and/or coursework research projects that a Staff Member supervises; and
 - (f) the number of units coordinated per session, averaged over a year (this may include specification of the level and/or size of units).

Optional Components of a Faculty Workload Model

- 19.12 A Faculty Workload Model may:
- (a) in addition to core teaching activities, include allocations for any other applicable teaching activities in the Faculty. Examples of other teaching activities are set out at Schedule 6 – Lists of Academic Activities;

- (b) include elements and expectations relating to research, service and outreach (including professional outreach) activities;
- (c) in addition to the key Faculty/University level service roles, include elements and expectations relating to service;
- (d) include block, offshore, vacation or evening teaching;
- (e) include any other relevant activities.

Variation of Faculty Workload Models

19.13 The Faculty Workload Models will normally apply for 3 years. Where an Executive Dean wishes to make minor changes during this period, including any Departmental variations, the Executive Dean should seek input from the Workload Committee and from ASIC. If major changes are proposed by the Executive Dean, the process set out in subclauses 19.3 – 19.9 for development of the model will apply. The model to be applied each year will be published by the end of the preceding year.

Individual Workload Allocation

- 19.14 Workload allocation processes will be transparent, consultative, equitable and reasonable.
- 19.15 An annual written workload allocation will be developed for each Staff Member by their Supervisor following consultation between the Supervisor and the Staff Member. The written allocation will specify the workload that the Staff Member will be undertaking in the coming academic year, including the proportions of each workload component.
- 19.16 In setting the workload, the Supervisor will seek to balance the interests of the Staff Member and the University, having regard to the following considerations:
- (a) the Staff Member's job family, including the default allocations and permitted variations set out below;
 - (b) the Staff Member's preferences, abilities, stage of career/academic level and career plans;
 - (c) the Staff Member's research plans and level of research activity;
 - (d) the needs of the Department and Faculty relating to teaching, research and service commitments;
 - (e) any special appointments – e.g. appointment to a research only position or leadership appointments such as teaching leadership, research leadership or administrative leadership;
 - (f) the Staff Member's personal circumstances, including equity considerations, leave plans (including the impact of extended leave such as parental leave), return to work plans and reasonable accommodations for disability or carer's responsibilities.
- 19.17 Each Staff Member will be given a schedule showing their workload allocation and that of all Staff Members in the Department for the academic year (or session). The full schedule of workload allocations for each Department is to be published within the Department.

Review of Individual Workload Allocation

- 19.18 If an individual is not satisfied with their workload, in the first instance they should discuss the matter with their Head of Department. If any issues are unresolved after such discussions, the Staff Member may seek a review of their workload allocation with the Executive Dean or relevant PVC. Should the matter remain unresolved, a staff member may request the Chief People Officer to have their work allocation reviewed by an independent reviewer.
- 19.19 When a request for a review arises, the independent reviewer will be:
- (a) an academic with some experience allocating workloads;
 - (b) outside the Staff Member's faculty;
 - (c) appointed by the Chief People Officer, following consultation with the NTEU Branch President.
- 19.20 The independent reviewer will:
- (a) consider the Staff Member's workload allocation having regard to the Faculty Workload Model and any relevant departmental variations;
 - (b) make an assessment as to the reasonableness of the workload allocation; and
 - (c) make recommendations as to a suggested resolution, if any.

19.21 At any stage during this process, the Staff Member may involve a Representative in any discussions.

19.22 If the Staff Member is not satisfied, they may invoke clause 53, *Dispute Settling Procedures*.

Default Arrangements and Permitted Variations

19.23 The default arrangements and permitted variations for each job family are set out in the table below:

Job Family	Default Workload Allocation	Permitted Variations
Teaching and Research Academic	40% Teaching 40% Research 20% Service	Teaching: The normal pattern is 40% teaching. A Staff Member may be allocated up to 50% teaching by the Supervisor following consultation and consideration of the factors listed in subclause 19.16. A Staff Member may also agree to a teaching allocation of more than 50%, provided that it is for a fixed period and there is genuine agreement. Service: Service allocation may be increased above 20% for staff with significant service or administrative roles.
Teaching and Leadership Academic	70% Teaching 30% Leadership	Teaching allocation may be increased up to 80% or reduced below 70% by agreement. There is no requirement to undertake research for staff employed in this category and no research expectations.
Technical/Industry/Commercial Academic	No default allocation	At least 40% in either teaching or research. Non-traditional academic activity.
All job families	Staff Members with academic administration appointments may be allocated more than 20% service duties. Where there is an allocation for service or leadership in excess of the default workload allocation, there will be a commensurate reduction in workload for teaching and/or research as appropriate. Level D and E Academic Staff must be available for University administrative work outside of their Department and Faculty. If circumstances change during the year, the workload allocation may be varied after consultation between the Head of Department and Staff Member. Any changes will be recorded and published and must be consistent with the Faculty Workload Model and any teaching allocation above the agreed load will be offset in the workload of the subsequent session in which the Staff Member is scheduled to teach; alternatively, the Staff Member may agree to additional remuneration for the above-load teaching. By agreement between the Executive Dean and the Staff Member, the offset may be applied in up to three subsequent sessions in which the Staff Member is scheduled to teach.	

Limits and Constraints

- 19.24 Maximum workloads allocations are to be set within the nominal limit of 1575 working hours per year (45 weeks at nominal 35 hours per week for full time staff based on a full-time staff member accessing 4 weeks of annual leave per year). Accordingly, a full-time Staff Member's allocated workload must be able to be completed within a 35-hour week, averaged over a year. By mutual agreement, a Staff Member's workload allocation may be averaged over a two-year period. Workload allocations, including research expectations, for part-time staff should reflect the appropriate employment fraction. A Staff Member will not be required to:
- (a) teach in more than two sessions in a three-session system, or more than three sessions in a four-session system;
 - (b) teach across a span of more than 9 hours on any day;
 - (c) teach morning classes within 12 hours of the conclusion of their previous day's teaching.
- 19.25 Staff may be asked but will not be required to contribute to Session 3 teaching in accordance with normal workload arrangements. Staff who are otherwise fully committed may agree to undertake teaching for additional remuneration.
- 19.26 A Staff Member will not be required to perform offshore teaching unless the Staff Member was specifically recruited for this purpose.
- 19.27 No Staff Member will be required to make up time or take on additional duties but may alter the duties that would normally be undertaken as a result of taking leave of any kind.
- 19.28 Outside work is not part of the workload and is subject to approval under clause 22, *Outside Work*.

Implementation

- 19.29 Faculties will review their Faculty Workload Models as appropriate in accordance with the process set out above. There will be mechanisms for Academic Staff in the Faculty to provide feedback on the implementation of Faculty Workload Models to ensure they are facilitating the desired outcomes. The University and the Union will also actively discuss and seek to resolve any concerns regarding academic workload raised by Academic Staff. Where possible, the University and the Union will provide information to enable informed discussion about any concerns raised.

20. FLEXIBLE WORK

Our approach to flexible work

- 20.1 The University supports a holistic and comprehensive approach to flexibility which recognises the various forms that flexible work can take. Flexible work arrangements may be agreed at both a team level and/or an individual level in accordance with the University's Flexible Work policies and frameworks in place from time to time (**Flexible Work Policies**).
- 20.2 A request for a flexible work arrangement may also be made in accordance with the provisions of section 65 of the Fair Work Act 2009 (Cth) as amended or replaced from time to time.

Flexibility at the work unit level

- 20.3 The University encourages Supervisors to engage in discussions with their teams to explore and determine the types and levels of flexible work that are appropriate for the roles, tasks and requirements of Staff Members within that team. Staff Members and Supervisors should work together to explore and agree on flexible work practices which balance the needs of Staff Members individually, their teams and the University. Decisions made regarding flexible work will be informed by the principles set out in the University's Flexible Work Policies in place from time to time. Written details on collective flexible work arrangements agreed at the work unit level will be provided to a Staff Member in the relevant team upon request.

Individual flexible work arrangements

- 20.4 Notwithstanding any flexibility arrangements in operation at team level, a Staff Member may request a flexible work arrangement. A Staff Member who wishes to access flexible working arrangements is

encouraged to discuss their request with their Supervisor in the first instance. A Staff Member may also make a formal application in accordance with the relevant subclauses below.

Home-based or other Remote Work Arrangements

- 20.5 A Staff Member may request the University to permit the Staff Member to perform some or all of their duties remotely.
- 20.6 If this request is approved, the University may impose reasonable conditions (including requirements to ensure workplace health and safety) on the Staff Member in relation to the performance of their duties remotely, from time to time, without being limited by any other provisions in this Agreement. The Staff Member must comply with any such conditions.

Conversion to Part-time Employment and/or Job-sharing for a Fixed Period

- 20.7 A Staff Member may apply to temporarily convert from Full-time to Part-time employment. Written applications, at least 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.
- 20.8 At the conclusion of the period of Part-time employment, the Staff Member will resume their substantive Full-time appointment.
- 20.9 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.

Application for a Flexible Work Arrangement under Flexible Work Policies

- 20.10 Staff who wish to access individual flexible work arrangements may make a written application to their Supervisor setting out the nature of flexibility requested and the proposed period of time the arrangement will be in place. Applications should be made in accordance with the University's Flexible Work Policies. The University's Flexible Work policies will include provisions about how to apply for an individual flexible work arrangement and guidance on managing concerns or disagreements regarding flexible work requests.
- 20.11 A Supervisor can only decline a request for individual flexible work arrangements on reasonable grounds, including on the basis that it would adversely impact the ability of the relevant work unit to deliver required operational outcomes.
- 20.12 If a Supervisor refuses a request for flexible work, they must provide reasons for the refusal. Reasons in writing will be provided to the Staff Member on request.
- 20.13 In addition to any other rights in this Agreement, if an application for a flexible work arrangement is refused, the Staff Member may make a further application either where circumstances have changed or at least six months following the date of the initial application.
- 20.14 Where a Staff Member believes that an application or request for flexible work (including remote work) has been unreasonably refused, the Staff Member(s) may refer the matter to the Disputes Settling Procedures of this Agreement.
- 20.15 The University and the Union will actively discuss and seek to facilitate a resolution of any issues raised by Staff Members and/or Supervisors in relation to decisions on flexible work which are inconsistent with the principles set out in the University's Flexible Work Policies.

Application for a Flexible Work Arrangement under section 65 of the Fair Work Act 2009 (section 65)

- 20.16 When a Staff Member makes an application in accordance with section 65, the University must give a written response to the request within 21 days.
- 20.17 The University may only refuse an application in accordance with the relevant provisions of the Fair Work Act 2009, which include reasonable business grounds.

- 20.18 Disputes arising under about the application of section 65 that are not resolved at the workplace level in accordance with subclauses 53.1 – 53.5 of this Agreement may be referred to the Fair Work Commission for resolution, including by conciliation and arbitration.

21. DISCONNECTING FROM WORK

- 21.1 The parties to this Agreement recognise that an important aspect of maintaining work-life balance is Staff Members being able to switch off from work.
- 21.2 The University does not expect a Staff Member to respond to emails or phone calls outside of their normal or rostered work hours, except:
- (a) in genuinely time-critical and/or emergency situations; or
 - (b) where the nature of the position requires work at irregular hours; or
 - (c) where the Staff Member is appropriately compensated for such contact in circumstances agreed between the parties (for example – through overtime or on call arrangements); or
 - (d) as agreed and in accordance with other relevant clauses of the Agreement.
- 21.3 Both Supervisors and Staff Members have a role to play in enabling and ensuring this balance. For example, Supervisors should not impose unreasonable work demands or contact a Staff Member unnecessarily by telephone at night or on a day that the Supervisor knows the Staff Member does not work or is on leave.

22 OUTSIDE WORK

Outside Work with a Monetary Value

- 22.1 A Staff Member must obtain the University's written consent prior to being engaged in any activity for any person or entity (other than the University except where this is part of any University Consultancy), for which the Staff Member derives a benefit, which has a monetary value (**Monetary Activity**). The written consent of the University must be obtained in accordance with the University's policy as varied from time to time.
- 22.2 If a Staff Member is involved in any Monetary Activity for which they have not obtained the University's written consent, the University can require the Staff Member to cease involvement in the Monetary Activity at any time. If the University requires an Academic Staff Member to cease involvement in the Monetary Activity under this subclause, the Staff Member must cease all involvement immediately in the Monetary Activity unless and until any such time that the University permits the Staff Member in writing to re-commence involvement in the Monetary Activity.
- 22.3 The provisions in subclauses 22.1 and 22.2 apply to all full-time Staff and all part-time Staff whose part-time appointment is at a time fraction of 0.8 or above.
- 22.4 For the purposes of this clause, University Consultancy means any services provided by a Staff Member as part of any agreement between the University (or a related body corporate as defined in the *Corporations Act 2001 (Cth)*) and a third party (including a third party of which the University is a member), whether the Staff Member is a party to that agreement or not.
- 22.5 The University has the discretion to impose reasonable conditions (including ceasing the activity) on a Staff Member in relation to the performance of any Monetary Activity and the Staff Member must comply.

Conflict of Interests

- 22.6 In this clause, **Conflict** means any actual or potential conflict of interest in relation to the best interests of the University and includes, without limitation, any matter, which may cause injury to the reputation of the University.
- 22.7 If a Staff Member is involved in any activity for any person or entity which gives rise to, or may give rise to, a Conflict (Conflict Activity), the Staff Member must inform the University in writing as soon as they become aware of the Conflict or potential Conflict and must resolve the Conflict or potential Conflict as reasonably required.
- 22.8 Without limiting the remainder of this clause, if a Conflict arises, or may arise, as a result of a Staff Member being a shareholder, joint venturer, an investor, unit holder, director, consultant, adviser, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier then the Staff

Member must immediately and fully disclose the Conflict to the University in writing and must resolve the Conflict as reasonably required by the University.

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

General

- 22.10 In the event that a Staff Member is unable to fulfil their obligations to the University and the Staff Member's obligations regarding any Monetary Activity or Conflict Activity, the Staff Member must give precedence to their obligations to the University and, if required to do so by the University, cease any involvement in the Monetary Activity or Conflict Activity.
- 22.11 In relation to any activity for any person or entity other than the University which the Staff Member is involved in, the Staff Member must ensure that:
- (a) the activity will not impinge upon the satisfactory performance of their University duties;
 - (b) University resources are not used for the activity without prior written approval;
 - (c) relevant activities are included in the research data collection and thus earn research quantum (or its equivalent) for the University;
 - (d) the activity is not injurious to the reputation of the University;
 - (e) the University is protected from vicarious liability in any legal action arising from the activity; and
 - (f) the activity does not create a Conflict for the Staff Member.

23 INTELLECTUAL FREEDOM

- 23.1 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 Statement and Code of Conduct consistent with subclauses 23.2 – 23.5 below.
- 23.2 A legitimate exercise of intellectual freedom in accordance with subclauses 23.3 and 23.4 below is not misconduct or serious misconduct and is not subject to any disciplinary action under this Agreement or under any University policy, procedure, Code of Conduct, or the contract of employment.
- 23.3 Intellectual freedom includes:
- (a) the rights of all Staff to express opinions about the operation of the University and higher education policy more generally;
 - (b) the rights of Staff to pursue critical open enquiry and to discuss freely, teach, assess, develop curricula, publish and research within the limits of their professional competence and professional standards;
 - (c) the right to participate in public debates and express opinions about issues and ideas related to their field of expertise;
 - (d) the right of all Staff to participate in professional and representative bodies and to engage in community service without fear of harassment, intimidation or unfair treatment; and
 - (e) the right to express unpopular or controversial views, although this does not mean the right to vilify, harass or intimidate.
- 23.4 In the exercise of intellectual freedom, Staff will act in a professional and ethical manner and will not harass, vilify or defame the University or its Staff.
- 23.5 The University will encourage Staff to participate actively in the operation of the University and in the community. The University will take all reasonable steps to ensure that all governing bodies within the University operate in a transparent and accountable manner, encouraging freedom of expression and thought. This does not prevent a University committee from considering a matter 'in camera'.

24 HEALTH AND SAFETY

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

Health and Safety Representatives

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

Health Monitoring

- 24.3 Where, in the course of their employment, a Staff Member engages in duties and/or workplaces that expose them to a significant risk from hazardous substances and materials, noise, and/or dangerous work practices the University may require the Staff Member to undergo regular medical examinations and, where necessary, receive immunisation against infectious diseases. The University will meet the cost of medical assessments and immunisations required under this Agreement. For the nominal term of this Agreement, the University will make available through MQ Health an annual influenza vaccine at no cost within an identified period for all Staff (including Casual Staff). Copies of medical reports and medical tests will be provided to the University and relevant Staff.
- 24.4 Where the University believes that a Staff Member's illness or injury is impacting their attendance or performance at work, or that of the Staff Member's colleagues, the University may require a Staff Member to undergo an independent medical examination. A statement setting out the inherent duties performed by the Staff Member will be provided to the medical practitioner to assist in the assessment. A copy of the referral documentation will be provided to the Staff Member upon request.
- 24.5 The University will nominate a medical practitioner to conduct the medical examination at its expense and provide written notice that a medical examination is required. The nominated medical practitioner will not be a staff member of the University or MQ Health Pty Limited. The University will provide a copy of the medical report to the Staff Member.
- 24.6 The medical report may be used to inform the development of a return to work plan (or an amended plan depending on the circumstance).
- 24.7 If the medical report, referred to in subclause 24.5 and 24.6 above, finds that the Staff Member will be unable to perform the inherent requirements of their substantive position within a 12 month period, then the University may treat this report as satisfying the provisions of subclause 58.6 of this Agreement relating to Termination on the Grounds of Incapacity.

Provision of Uniforms and Personal Protective Equipment/Clothing

- 24.8 If Staff are required to use or wear protective equipment and/or clothing as part of their employment, this will be provided, maintained, replaced and, where appropriate, laundered or dry cleaned at the expense of the University. Staff will not be paid an allowance instead of being provided with laundry, dry cleaning or replacement of clothing.
- 24.9 The University will supply compliant safety equipment and/or protective clothing as required under relevant legislation.
- 24.10 Staff provided with items of clothing or safety equipment will be required to wear or use these items whilst performing the duties for which it has been provided.
- 24.11 Any clothing provided to Staff will remain the property of the University and must be returned if the Staff Member resigns or their employment is terminated.
- 24.12 The University will consult with Staff prior to the purchasing or replacement of uniforms, safety equipment and/or clothing.

Staff Amenities and Facilities

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

First Aid Officers

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

- 24.15 These officers must have current nationally recognised Statement/s of Attainment issued by a Registered Training Organisation (RTO) for the relevant nationally endorsed first aid units of competency or equivalent qualification. The University will fund these qualifications where required.
- 24.16 The University will make payment of the first aid allowances to all appointed First Aid Officers in accordance with *Schedule 4 – Allowances*. Allowances will not be paid during periods of leave greater than 5 working days.
- 24.17 Staff will be compensated for damage sustained to personal property in the course of their employment where the damage occurs:
- (a) due to the negligence of the University, another Staff Member, or both, in carrying out their duties; or
 - (b) by fire, molten metal or corrosive substances; or
 - (c) due to a defect in the University's materials or equipment; or
 - (d) by Staff having protected, or tried to protect, the University's property from loss or damage.

Employee Assistance Program

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

Wellbeing Initiatives

- 24.19 The University will undertake various initiatives, such as staff information sessions and group activities, that promote Staff wellbeing. Examples of the themes of wellbeing initiatives include health and nutrition, sleep and stress management, emotional resilience and mental health management.

25 SUSTAINABILITY

- 25.1 The University's commitment to environmental and social sustainability will be set out in a sustainability strategy as updated from time to time. This strategy will provide a framework for embedding sustainability principles across the University under the following key areas:
- (a) leadership and governance;
 - (b) learning, teaching and research;
 - (c) partnerships and engagement;
 - (d) facilities and operations.
- 25.2 The University and the Union recognise that long term environmental and social sustainability can provide benefits to the University community through:
- (a) the restriction of greenhouse gas emissions;
 - (b) reductions in energy and water consumption;
 - (c) accessible and safe alternative transport modes such as pedestrian pathways, cycling facilities and car-pooling provisions; and
 - (d) the development of environmentally and socially sustainable work practices within the University, including flexible work practices and wellbeing initiatives.
- 25.3 The University will continue to develop a culture that supports environmental and social sustainability by:
- (a) demonstrating leadership through continual improvement towards environmental and social sustainability outcomes;
 - (b) developing and maintaining programs to build staff awareness of sustainability principles and embed sustainability practices;
 - (c) reporting on performance against sustainability targets and making such reports publicly available;
 - (d) encouraging Staff to raise matters relating to environmental sustainability issues such as transport, waste, pollution, energy and water use, greenhouse gas emissions or environmental mismanagement;
 - (e) consulting with Staff on the introduction and integration of practices that aim to improve the University's sustainability performance. To assist with this goal a representative of the NTEU will be invited to:

- (i) attend meetings of the University's Sustainability Representative Network or equivalent; and
- (ii) participate in the review and redevelopment of future sustainability strategies.

PART 5: ABORIGINAL AND /OR TORRES STRAIT ISLANDER EMPLOYMENT

26 ABORIGINAL AND /OR TORRES STRAIT ISLANDER EMPLOYMENT

- 26.1 The University and the NTEU endorse a strategic plan for advancing excellence as set out in the University's *Indigenous Strategy 2016 – 2025 (Strategy)*. The Strategy provides a framework for advancing Indigenous employment outcomes with the shared goal of increasing Aboriginal and/or Torres Strait Islander employment within the University. The Strategy will also provide a framework for establishing and maintaining an environment that values and celebrates the culture, aspirations and contribution of Aboriginal and Torres Strait Islander people.
- 26.2 The University's commitment to advancing Aboriginal and Torres Islander employment outcomes is set out in the University's Workforce Plan in place from time to time (**Workforce Plan**). The Workforce Plan seeks to build meaningful employment opportunities for Aboriginal and Torres Strait Islander staff through a range of actions. These actions include the development of a 'grow your own' employment model to establish pathways that foster career advancement opportunities in a sustainable way.
- 26.3 The University will ensure that the implementation of the Workforce Plan is facilitated through the support of an identified Aboriginal and/or Torres Strait Islander position. The position will be responsible for working with Supervisors to implement the plan across the University.
- 26.4 Consistent with the Workforce Plan, the University will, over the life of this Agreement, use its best endeavours to increase the proportion of Aboriginal and Torres Strait Islander staff. The goal is to reach population parity based on the workforce size in 2021, which equates to a total of 100 staff members of the University's full-time equivalent fixed-term and continuing staff by 30 June 2026. These staff should generally be employed across all classification levels, consistent with the University's broader workforce profile. The parties agree that failure to reach the target will not be considered a breach of the Agreement, provided the University has used its best endeavours to attain the target.
- 26.5 The University will guarantee dedicated funding to be allocated each year to support the implementation of the aims and initiatives associated with advancing Indigenous employment outcomes, which may include recruitment and career development activities and support. The annual allocation of funding will be determined by the University in consultation with the PVC, Indigenous Strategy, but will be no less than one million dollars.
- 26.6 The University will appoint maintain the position of a PVC, Indigenous (or equivalent) responsible for the senior leadership of the Indigenous strategic framework.
- 26.7 The Patyegarang Indigenous Strategic Committee is responsible for monitoring, reviewing and progressing the strategic objectives expressed within the Indigenous Strategy and the Workforce Plan. The University will invite the NTEU to nominate an Aboriginal and Torres Islander Academic Staff Member to participate as a member of the Committee. With the exception of confidential data, workforce data tabled at Patyegarang Indigenous Strategic Committee meetings will be shared with the NTEU.
- 26.8 The University will provide Aboriginal cultural safety training for staff and encourage all staff to participate in the training.
- 26.9 The University will provide cultural leave for Aboriginal and Torres Strait Islander staff in accordance with clause 36, *Religious, Cultural and Ceremonial Leave*.
- 26.10 The University recognises that Indigenous identity is a genuine occupational qualification for Indigenous identified positions.
- 26.11 The University is committed to the recruitment of Aboriginal and Torres Strait Islander people on merit to positions across the University. Where positions are identified as requiring an applicant to be an Aboriginal and Torres Strait Islander person as a genuine occupational qualification, the recruitment process will be as authorised by section 14 of the Anti-Discrimination Act 1977 (NSW). Non-Indigenous appointments to identified positions may only be made when attempts to source suitable candidates have been unsuccessful and will normally be on a fixed term basis.

- 26.12 Selection committees for positions identified as requiring an applicant to be an Aboriginal and Torres Strait Islander Person as a genuine occupational qualification will have at least one Aboriginal and Torres Strait Islander member.

Indigenous Language Allowance

- 26.13 Indigenous language means a recognised proficiency in any one of the Aboriginal and/or Torres Strait Islander languages. A staff member who has a recognised proficiency in any one of the Aboriginal and/or Torres Strait Islander languages and is required to use the recognised language as a position requirement will be paid an allowance of:

(a) Level 1 – \$2,500 per annum

Level 1 is an elementary level. This level of accreditation is appropriate for employees who are capable of using minimal knowledge of language for the purpose of simple communication.

(b) Level 2 - \$4,500 per annum

Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.

PART 6: DIVERSITY AT MACQUARIE

27 DIVERSITY AND INCLUSION

Principles

- 27.1 The University recognises the benefits of a vibrant and diverse workforce and is committed to creating an inclusive environment where all Staff can fully participate, contribute and develop. The University aligns its policies and processes with leading practice in workplace inclusion, monitors the diversity of our workforce on an ongoing basis, and regularly consults with Staff on workplace culture.
- 27.2 The University's approach seeks to equally value and respect the different skills, experiences and interests that each member of our Staff community brings to the University. The University acknowledges the barriers to genuine equality of opportunity experienced by some people because of their gender, age, cultural background, sexual orientation, gender identity, disability and/or family status; and the University develops targeted strategies to address these barriers.
- 27.3 Every member of the University's community has a part to play in creating an inclusive culture. The University seeks to build Staff awareness and skills in inclusive practice through a variety of communications, training and engagement activities.
- 27.4 The University will review the outcomes of recruitment promotion and remuneration processes to monitor the effectiveness of its diversity and inclusion strategies.

Diversity, Inclusion and Belonging Framework and Committees

- 27.5 A University level Steering Group will be established to support the successful implementation of the Diversity, Inclusion and Belonging Framework. The University will invite the Union to nominate a Staff Member to this Steering Group.
- 27.6 The University will have a Diversity and Inclusion Committee in each Faculty and Portfolio to facilitate staff consultation in decision-making and support the University's implementation of its Equity, Diversity & Inclusion policy and Diversity, Inclusion and Belonging Framework.

Gender Equity

- 27.7 The University and the NTEU endorse the commitments outlined in the University's Equity, Diversity & Inclusion policy; Diversity, Inclusion and Belonging Framework; and associated action plans. The University's commitments and actions aim to build a diverse, gender balanced workforce and pay equity across all academic levels.
- 25.8 The University will undertake annual reporting of salary data of academic staff. The reporting will include aggregated salary data by gender across each academic level on a department, faculty and University basis.

- 25.9 The salary data will be made available to the Executive Group. The salary data will also be made available to the NTEU or any Staff Member on request.

Staff with Disabilities

- 27.10 The University will make Reasonable Adjustments for Staff with disabilities to enable them to perform their duties and participate fully in the University community. The University's commitments and actions to support equitable access and participation for staff with disabilities will be addressed in the Workplace Diversity, Inclusion & Belonging Action Plan.

Cultural and Linguistic Diversity

- 27.11 English language training is aimed at Staff who are unable to meet standards of communication to advance career prospects, or who constitute a health and safety risk to themselves and/or fellow Staff. Training will be for a minimum of 100 hours and subject to an appropriate needs assessment. The University's commitments and actions to support equitable access and participation for staff from culturally and linguistically diverse backgrounds will be addressed in the Workplace Diversity, Inclusion & Belonging Action Plan.

Dignity and Respect at Work

- 27.11 The University and its Staff recognise that they have obligations under:
- (a) The *Fair Work Act 2009* (Cth);
 - (b) Federal and State anti-discrimination legislation; and
 - (c) the *Work Health and Safety Act 2011* (NSW)
- 27.12 Behaviours which breach relevant anti-discrimination and/or work health and safety legislation will not be tolerated at the University and will be subject to the provisions of clause 50 (Misconduct and Serious Misconduct).
- 27.13 The University will provide information and training to Staff on their obligations under relevant anti-discrimination and work health and safety legislation and review associated policies in accordance with the University's policy framework, as amended or replaced from time to time.

Other matters

- 27.14 It is acknowledged that under Australian law, a Staff Member or the University may pursue a matter of discrimination in any State or Federal jurisdiction, including any application to the NSW Anti-Discrimination Board or the Australian Human Rights Commission.

PART 7: LEAVE AT MACQUARIE

28 COMMON LEAVE PROVISIONS

- 28.1 The clauses in Part 7, *Leave at Macquarie* set out the basic entitlements for Staff in each of the leave categories. A Staff Member employed on a part-time or part-year basis is entitled to a proportional amount of the full-time leave available under the relevant subclauses of this Agreement, in line with their appointment. Except where otherwise specified, a casual Staff Member receives a loading in lieu of paid leave entitlements.
- 28.2 Leave should normally be applied for, and approved by the Supervisor, prior to being taken. Detailed provisions for the granting and taking of leave, and the arrangements for payment while on leave, will be in accordance with the relevant leave policies in place from time to time.

29 ANNUAL LEAVE

29.1 Eligibility and Entitlement

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

Taking Annual Leave

- 29.2 Subject to subclause 29.4, Staff are required to take a minimum of four weeks annual leave (or the full amount of leave credited to the Staff Member if less than four weeks) during the calendar year.
- 29.3 The University will ensure that Staff have the opportunity to take annual leave in an unbroken period at a mutually convenient time.
- 29.4 Notwithstanding subclause 29.2, a Staff Member may apply to their Head of Department or nominee to defer taking leave to enable accrual to a maximum of eight weeks. In making application to defer leave the Staff Member will identify dates by which the leave will be taken. The University will not unreasonably refuse to agree to such an application.

Excess Accumulated Leave

- 29.5 In any calendar year the University may, with 3 months written notice, direct a Staff Member to take up to 350 hours / 10 weeks annual leave.
- 29.6 A direction or directions made under subclause 29.5 will not require a Staff Member to reduce their leave balance below 70 hours / 2 weeks annual leave. The Staff Member may consent to taking leave that reduces their leave balance below 70 hours.
- 29.7 Where the Staff Member is directed to take annual leave under subclause 29.5, the University will be entitled to deduct the amount of annual leave that was directed to be taken from the Staff Member's accrued annual leave entitlement.

Cashing Out Annual Leave in Cases of Hardship

- 29.8 In cases of demonstrated hardship the University may, at its absolute discretion, agree to a request by a Staff Member to cash-out an amount of annual leave.
- 29.9 The University will not agree to a request for cashing out annual leave that would result in a Staff Member's remaining accrued entitlement being less than four weeks. A written agreement must state the amount of leave to be cashed out and be signed by the University and the Staff Member.
- 29.10 A Staff Member who receives a cash-out of annual leave must be paid the full amount that would have been payable had the Staff Member taken the leave that they have foregone.

Annual Leave in Advance

- 29.11 The University and a Staff Member may agree in writing to the Staff Member taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- 29.12 An agreement must state the amount of leave to be taken in advance, the date on which the leave is to commence, and be signed by the University and the Staff Member.
- 29.13 If, on the termination of the Staff Member's employment, the Staff Member has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 29.11, the University may deduct from any money due to the Staff Member on termination an amount equal to the amount that was paid to the Staff Member in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Re-crediting Annual Leave

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

Payment in Lieu on Termination

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

Continuity of Service

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

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

Annual Leave Loading

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

30. PERSONAL LEAVE

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

Eligibility and entitlement

30.2 Personal leave entitlements are set out in the table below. Nothing in this subclause effects the personal leave accrual and balances of Staff employed prior to the commencement of this Agreement.

Full-time staff	Staff will be credited with an entitlement of 175 hours (5 weeks: 3 weeks Sick Leave, 2 weeks Other Personal Leave) on date of commencement of employment. Over the course of the first year of service, staff will accrue an additional 280 hours (8 weeks: 5.6 weeks Sick Leave, 2.4 weeks Other Personal Leave) In the second and subsequent year of service, staff will accrue an additional 105 hours (3 weeks: 2 weeks Sick Leave, 1-week Other Personal Leave) each year from the date on which the Staff Member received the initial credit of Personal Leave up to a maximum of 1820 hours (52 weeks)
Part-time staff	Proportionate of the full-time entitlement
Casual staff	No entitlement to paid personal leave

Taking Personal Leave

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

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

30.5 Other Personal Leave may be accessed for absences due to:

- (a) Family/carer responsibilities. Such responsibilities may include caring for a family member who is ill or incapacitated; temporary and unexpected absence of the usual carer; or an unexpected emergency.
- (b) Compassionate or bereavement leave. Where a family member has a serious illness, injury or dies, personal leave may be accessed to attend the person, make arrangements for and/or attend the funeral and attend to arrangements after the funeral. The Staff Member may access a maximum of 5 days personal leave per occasion. For the purpose of bereavement leave, Family Member will include aunt, uncle and siblings-in-law including siblings of same sex defacto partners.

- (c) Moving to a new residence. In ordinary circumstances a Staff Member may access 1 day of personal leave to move household property to a new residence. If the Staff Member can demonstrate a genuine need, leave in excess of the 1 day may be approved.
- (d) Community volunteering. Volunteering leave is an initiative to encourage staff to participate in volunteer activities in community based non-profit organisations, charitable groups, and groups identified in need of services and assistance. To assist with organisational demands, Staff will be required to discuss with their Supervisor their intentions for accessing volunteer leave. The University will support a continuing Staff Member's participation in volunteer activities with approved organisations and groups in the community by:
 - (i) providing up to 2 days of paid personal leave each year;
 - (ii) working in collaboration with approved organisations and groups in the community to ensure that volunteering projects are meaningful and productive for both parties.

- 30.6 Where a Staff Member exhausts their entitlement to either Sick Leave or Other Personal Leave they will be able to access whatever accrual they have available for the other form of Personal Leave.
- 30.7 Personal leave must be applied for in accordance with the relevant policies in place from time to time.
- 30.8 Staff may access alternative employment arrangements provided for in this Agreement to assist with the management of longer-term family responsibilities.

31. LONG SERVICE LEAVE

- 31.1 Long service leave is an entitlement that recognises a Staff Member's length of Continuous Service to the University.
- 31.2 Long service leave is centrally funded.

Eligibility and Entitlement

- 31.3 Long service leave entitlements are set out in the table below:

Full-time staff	On completion of 10 years full-time Continuous Service	Total of 3 months paid leave
	Continuous Service between 10 and 15 years	Total of 3 months plus 9 calendar days paid leave per year of Continuous Service (less any leave previously taken)
	On completion of 15 years full-time Continuous Service	Total of 4.5 months paid leave (less any leave previously taken)
	On completion of each additional year of full-time Continuous Service after 15 years	Total of 4.5 months plus 15 calendar days paid leave per year of Continuous Service (less any leave previously taken)
Part-time staff	Accrues on a proportionate basis of full-time entitlement	
Casual staff	Accrues on a proportionate basis of full-time entitlement for Casual Staff that completed 10 years Continuous Service on or after 9 May 1985 only	

- 31.4 The minimum period of long service leave that may be taken is 1 working week.
- 31.5 A Staff Member may accrue long service leave to a maximum of 4.5 months before they may be required to take a minimum 6 weeks long service leave with 12 months written notice.
- 31.6 Where a Staff Member has completed at least 5 but less than 10 years Continuous Service and their service is terminated, in accordance with the Leave policy, the Staff Member is entitled to a proportionate amount of long service leave on the basis of 2 months for 10 years Continuous Service.

Recognition of Prior Service

- 31.7 Previous continuous service with other Australian universities will be recognised for the purpose of determining long service leave eligibility on the following basis for Staff employed by the University:
- (a) on or after 1 January 1974 from those Australian universities that grant transferability of long service leave to Staff from the University (except for service prior to 1 January 1974);
 - (b) up until 30 April 1977 from those New South Wales universities for whom all continuous paid service with bodies recognised by those universities will also be counted;
 - (c) on or after 1 June 1988 from Colleges of Advanced Education; and
 - (d) from the Australian Vice-Chancellors Committee or Universities Australia.
- 31.8 Eligibility for recognition of previous service is subject to the following conditions:
- (a) there must be continuity of employment between all such positions held, except that a break in service of up to three (3) months will be accepted;
 - (b) prior service at an overseas university will not be accepted;
 - (c) where long service leave has been taken or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, the Staff Member will not accrue any entitlement to leave for that period of service with the releasing university;
 - (d) where long service leave has been taken or is eligible to be paid or has been paid in lieu of long service leave by the releasing university, such a period will be included as qualifying service for determining when the Staff Member is eligible to take long service leave at the University; and
 - (e) the Staff Member will be required to serve a minimum of three years with the University before being permitted to take accrued long service leave or to be paid in lieu on termination of employment except that in eligible cases, payment in lieu of accrued leave will be made when a Staff Member retires or dies.
- 31.9 A Staff Member who becomes ill, injured or incapacitated for one week or more during a period of Long Service Leave will be entitled to payment of Personal Leave on production of supporting documentation in accordance with the Personal Leave Policy.

Payment in lieu on termination

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

Continuity of Service

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

32. PARENTAL LEAVE

Purpose

- 32.1 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, their partner or through a surrogacy arrangement; or the placement of a child with a view to adoption; or foster parenting arrangements.
- 32.2 This clause applies as if a reference to the "placement" of a child with a view to adoption were a reference to the "adoption" of a child, pursuant to the *Paid Parental Leave Act 2010* (Cth).

Entitlement to Paid Leave

- 32.3 All paid parental leave referred to in the table below is to be calculated in accordance with subclause 32.11.

(a) Paid Parental Leave - Primary carer of newborn child	Upon commencement of employment, a Staff Member who is the primary carer of a child born to them, their partner or via surrogacy will be entitled to 14 weeks paid leave. A Staff Member with more than 1-year Continuous Service at the time of the birth of the child will be entitled to an additional 12 weeks paid leave. The entitlement to paid parental leave will be reduced by any partner's leave the Staff Member has taken at the time of the birth of the child.
(b) Paid Parental Leave - Surrogate	A Staff Member, who is a surrogate, will be entitled to 6 weeks paid leave for the purpose of childbirth and recovery from childbirth.
(c) Paid Parental Leave - Primary carer of adopted child	A Staff Member who is the primary carer of their adopted child will be entitled to 14 weeks paid leave from commencement of employment. A Staff Member with more than 1-year Continuous Service at the time of the placement of the child will be entitled to an additional 12 weeks paid leave. Eligibility for parental leave will be on that basis that the adopted child: (i) is under 18 years of age; (ii) is not a natural child or stepchild of the Staff Member or the Staff Member's partner; (iii) has not, at the proposed date of placement, previously lived with the Staff Member for a continuous period of more than six months. 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.
(d) Paid Parental Leave – Primary carer of foster child	A Staff Member who is the primary carer of a foster child will be entitled to six weeks paid parental leave at half pay. Eligibility for paid parental leave will be on the basis that: (iv) the foster child is under 18 years of age; (v) the foster parenting arrangement is for a long-term placement. Parental leave will normally commence from the date on which the Staff Member takes custody of the child.
(e) Paid Partner's Leave	Up to 4 weeks paid leave at the time of the birth or adoption of the child for full time staff (or the pro rata equivalent for part-time staff). Entitlement to parental leave will be reduced by any partner's leave taken at the time of the birth or adoption of the child.

Entitlement to Unpaid Leave

32.4 All Staff will be entitled to unpaid leave in accordance with the table below:

(a) Unpaid parental leave - primary carer of new born child or adopted child	A Staff Member will be entitled to unpaid parental leave up to the child's second birthday. Unpaid parental leave may begin at any time up to two years from the date of birth of the child.
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(b) Unpaid Partner's Leave	Up to 4 weeks unpaid leave (meaning a maximum of 8 weeks partners leave can be taken concurrently with the primary carer)
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- 32.5 If a Staff Member's partner is employed by the University, paid leave may be shared up to the total eligible entitlement. The total eligible entitlement to be shared is 26 weeks for Staff Members with more than 1 year of Continuous Service and 14 weeks for Staff Members with less 1 year of Continuous Service.
- 32.6 A casual staff member who has been employed on a casual basis for at least 3 of the preceding 5 sessions, and/or who has:
- (a) been employed by the University on a regular and systematic basis for a period of at least 12 months as at the expected date of birth or placement; and
 - (b) but for the expected birth or placement of the child, would have a reasonable expectation of continuing casual employment on a regular and systematic basis
- will be eligible for paid parental leave under this clause 32 (**Eligible Casual Staff Members**).
- 32.7 Subject to subclause 32.8 below, fixed term and Eligible Casual Staff Members, who satisfy eligibility requirements, will be entitled to access the full period of parental leave.
- 32.8 Fixed term Staff Members who have commenced and are on a period of paid parental leave on the date their contract expires, will be entitled to payment for the full period of paid parental leave to which they have an entitlement. Payment of parental leave taken in service will be paid at the Staff Member's ordinary rate. Any remaining payment made on the expiration of their contract will be paid at the Staff Member's Base Salary as a lump sum. This will not extend the term of the Staff Member's fixed-term contract.

Other Paid Leave Before Parental Leave

- 32.9 A Staff Member may take up to 2 days paid leave to attend compulsory interviews as part of a placement arrangement with a view to adoption, surrogacy or foster care arrangement.
- 32.10 If a Staff Member or a Staff Member's partner is pregnant, they may take personal leave for routine medical appointments and for prenatal classes held in working hours.

Calculation of paid leave

- 32.11 Paid parental leave will be calculated on the Staff Member's Base Salary immediately prior to commencing parental leave based on the table below, except in circumstances referred to in subclause 32.17 regarding Transfer to Safe Work, subclause 32.34 regarding Further Pregnancy

For Continuing and Fixed-Term full-time Staff Members	Where a Staff Member has worked full-time for the six months prior to commencing parental leave, paid leave will be at full-time rates.
For Continuing and Fixed-Term part-time Staff Members	Where a Staff Member is part-time or has worked part-time in the six months prior to commencing parental leave, paid leave will be calculated on a pro-rata basis using the average service fraction of the Staff Member for the six months immediately prior to commencing parental leave (or the period worked if less than six months).
For Eligible Casual Staff Members	Calculation of paid parental leave for an Eligible Casual Staff Member who meets the eligibility requirements will be calculated on a pro-rata basis using the average service fraction of the Staff Member over the 12 months immediately prior to commencing parental leave.

Taking Parental Leave

- 32.12 A Staff Member may take parental leave as full-time or with the approval of the Executive Dean as:
- (a) part-time; or
 - (b) partly full-time and partly part-time.

- 32.13 A Staff Member should not take paid parental leave at the same time as the Staff Member's partner but this does not apply to:
- (a) four weeks partner's leave taken at the time of the birth of the child; or
 - (b) paid parental leave shared by the Staff Member and the Staff Member's partner at the time the child has been placed with them with a view to the adoption of the child.
- 32.14 A Staff Member may elect to take a period of annual leave or long service leave to which there is an entitlement, instead of unpaid parental leave. The period of annual leave or long service leave will be treated as part of parental leave.
- 32.15 A Staff Member granted part-time parental leave may resume full-time work on giving the Executive Dean 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.
- 32.16 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 Executive Dean, up to the child's second birthday and is available to use for:
- (a) a subsidised part-time return to work to assist in a phased return to the workplace; or
 - (b) a further period of paid parental leave with notice requirement of four weeks written notice; or
 - (c) professional development purposes and/or a research grant.

Transfer to Safe Work

- 32.17 Where illness or risks arising out of pregnancy or hazards connected with normal duties make it inadvisable for a pregnant Staff Member to continue in her substantive role, the duties will be modified or the Staff Member transferred to a safe position at the same classification level until the commencement of parental leave. Alternatively, if the Staff Member agrees and it is both possible and appropriate, a working at home agreement may be negotiated for an appropriate and specified period.
- 32.18 If adjustments cannot reasonably be made, the Executive Dean will consult with the Staff Member and grant any accrued entitlements to paid leave including personal leave, annual leave, long service leave or leave without pay until the child is born or for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner. If the Staff Member wishes to commence parental leave, any paid or unpaid parental leave will be deducted from the maximum entitlement offered by the University.
- 32.19 Parental leave will be paid at the rate of the Staff Member's substantive salary. If the Staff Member changed temporarily to a reduced hours position because of the pregnancy, the relevant salary when taking parental leave will be the substantive salary paid immediately before the hours of work were reduced.

Premature Birth, Still Birth or Pregnancy Loss

- 32.20 If a Staff Member gives birth prematurely, they will be treated as being on paid parental leave from the date they commence leave to give birth to the child and any previous leave arrangements may need to be varied.
- 32.21 A Staff Member whose child is stillborn, or dies within four weeks of birth, will be entitled to 14 weeks paid parental leave. A Staff Member may also access available Personal Leave or unpaid Special Maternity Leave.
- 32.22 Where a Staff Member's pregnancy terminates prior to 20 weeks gestation, they are entitled to five days paid leave per instance for pregnancy loss. If a Staff Member does not apply for leave under this subclause, any absence from work will be on Personal Leave. Long-term casuals will be considered as being on unpaid authorised absence.

Parental leave funding

- 32.23 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.

Effect on other entitlements

- 32.24 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.
- 32.25 Parental leave without pay counts as service for incremental purposes.

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

- 32.26 A Staff Member will confirm their intention to return to work by giving notice in writing not less than six weeks prior to the expiration of parental leave.
- 32.27 On return from parental leave the Staff Member is entitled to return to the pre-parental leave position or, if that position no longer exists, an available position for which the Staff Member is qualified and suited nearest in status and pay to the pre-parental leave position. Suitability for redeployment to alternative positions will be managed and considered in accordance with subclause 32.32 below and clause 48, *Redundancy, Redeployment and Retrenchment*.
- 32.28 A Staff Member returning from parental leave in accordance with subclause 32.27 is entitled to return on a part-time basis provided that:
- (a) the part-time fraction is no less than 0.4 FTE; and
 - (b) the part-time period is no more than 2 years and taken in whole teaching periods.
- 32.29 For any other flexible work arrangements, a Staff Member returning from parental leave, may make a request for flexible work arrangements in accordance with clause 20 of this Agreement. The University, where it is reasonable and practicable, will attempt to accommodate the Staff Member's request subject to operational requirements.
- 32.30 Staff returning from parental leave will receive a local briefing on the latest changes and developments in their working environment, including any necessary training.

Breastfeeding Support

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

Former Position Redundant

- 32.32 Where the University has commenced a managing change process in accordance with this 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 clause 48, *Redundancy, Redeployment and Retrenchment*.

Further Pregnancy

- 32.33 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.
- 32.34 Where a Staff Member commences parental leave without returning to work from a previous period of parental leave, the following scale will apply for calculating any paid leave benefit under subclause 32.3:

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

33. GENDER AFFIRMATION LEAVE

- 33.1 The University will support staff who are affirming their gender in a safe, positive, and inclusive manner. The University recognises that each person's journey is unique and personal starting from the day that a decision is made to commence gender affirmation.

- 33.2 A Staff Member (excluding a Casual Staff Member) who is going through a gender affirmation process is entitled to 20 days paid leave per annum (pro-rata for part time staff) for the affirmation processes. Gender affirmation leave will not be unreasonably refused.
- 33.3 A Staff Member can apply for approval from their supervisor to take up to 10 days' gender affirmation leave in advance, reducing their future gender affirmation leave entitlement by the same amount. The request will include the reason(s) why the Staff Member seeks to take the leave in advance. A request to take gender affirmation leave in advance will not be unreasonably refused.
- 33.4 Gender Affirmation leave may be used for the purpose of attending medical appointments, undergoing and recovering from medical procedures, undertaking any legal processes relating to the affirmation, or other activities essential to the Staff Member's gender affirmation of their gender.
- 33.5 Gender affirmation leave may be taken in any quantum, including half days, as a whole day or multiple days.
- 33.6 The Staff Member may be required to provide reasonable evidence that the leave is being used for the purpose intended by this clause. This may include, but is not limited to, a medical certificate from a treating medical practitioner, a letter from a legal practitioner, or a statutory declaration.
- 33.7 This Gender Affirmation leave is in addition to any other leave entitlements that may be available to the Staff Member under this Agreement, including unpaid leave.

Other Related Matters

- 33.8 In addition to the above, the University will support any Staff Member who is a transgender person and is affirming their gender by:
 - (a) updating University records in relation to gender, name, title etc (noting that the University may require evidence such as statement from a registered medical practitioner or psychologist, official document such as passport, birth certificate, gender recognition certificate or similar);
 - (b) providing a new staff photo ID card, where requested;
 - (c) communicating with the Staff Member's supervisor and colleagues, where requested by the Staff Member;
 - (d) providing access to flexible working arrangements in accordance with clause 20; and
 - (e) any other reasonable request from the Staff Member.

34. FAMILY AND DOMESTIC VIOLENCE

- 34.1 Family and Domestic Violence means violent, threatening or other abusive behaviour by a Family Member of a Staff Member that seeks to coerce or control the Staff Member and that causes them harm or to be fearful.
- 34.2 Examples of violent, threatening or other abusive behaviour include escalating levels of abuse and violence, intimidation, physical abuse, sexual assault, verbal abuse and/or threats, psychological abuse, threats to harm others, and/or causing harm to pets, threats to damage property or actually damaging property, financial deprivation and social isolation, coercive control in order to maintain control over the victim's behaviour, or to have them suffer emotional or physical torment and live in fear.
- 34.3 A Staff Member (other than a Casual Staff Member) who is affected by Family and Domestic Violence may access up to twenty days of paid Family and Domestic Violence Leave per year, including for the following reasons:
 - (a) attending medical appointments;
 - (b) organising alternative accommodation, care and/or education arrangements;
 - (c) attending court hearings and/or police appointments;
 - (d) accessing legal advice.
- 34.4 Casual Staff Members are entitled to 10 days paid Family and Domestic Violence Leave per year. For clarity, if a casual staff member is not scheduled to work on the day they require the leave, the staff member is not eligible for the paid leave. If the staff member is expected to be on duty the day they require the leave, they will be paid the amount they would have received had they attended work and not taken the leave.

- 34.5 Leave will be credited at the beginning of each year and does not accrue from year to year. Any untaken leave is not paid out on termination of employment.
- 34.6 A Staff Member seeking to access leave as specified in subclauses 34.3 and 34.4 may be required to provide supporting documentation that would satisfy a reasonable person. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- 34.7 The University will undertake a risk assessment in circumstances where a Staff Member who is affected by, or is concerned that they may be exposed to, Family or Domestic Violence, seeks support from the University. The risk assessment will be undertaken in order to determine the suitability of risk mitigation strategies in relation to the Staff Member's safety in the workplace and, if appropriate, that of their colleagues.
- 34.8 Where practicable, the University may approve a Staff Member's request for the following:
- (a) changes to hours of work;
 - (b) relocation to suitable employment;
 - (c) temporary change to their work location;
 - (d) changes to University-provided contact details such as phone numbers and email addresses;
 - (e) other measures, if any, appropriate to the circumstances.

35. COMMUNITY LEAVE

- 35.1 Community leave may be granted to Staff (excluding casuals) in accordance with University guidelines to enable them to perform a service to the community.
- 35.2 This leave applies only to activities that are:
- (a) not regarded as duty;
 - (b) not covered by other forms of available leave.
- 35.3 The length of leave granted will vary depending upon the circumstances, in accordance with the conditions and eligibility outlined below. In each circumstance, the leave is to be limited to the minimum time necessary.
- 35.4 Community leave may be taken for:

(a) Living Organ Donation	For the duration of the Federal Government's Living Organ Donors Scheme, the provisions of this subclause will apply. A Staff Member must notify their Supervisor as soon as possible of their intention to donate a kidney or partial liver and will provide supporting medical documentation from their medical practitioner. Where a medical practitioner confirms a Staff Member is able to proceed with the donation surgery, the University will: (i) regard the Staff Member as being on authorised absence from duty during the period required to undergo and recover from surgery for a period of up to 6 weeks; and (ii) make payments equivalent to the difference between any payments received from the Federal Government (under the Federal Government's Living Organ Donor Scheme) and the Staff Member's Base Salary, for a period of up to 6 weeks.
(b) Jury Service	A Staff Member who is summoned as a prospective juror must notify their Supervisor as soon as possible of the date/s when they are required to attend for jury service. (i) The Staff Member must provide proof of attendance, duration, and financial reimbursement received. Any amounts received for attendance (other than meal and/or travel allowances) are to be paid to the University. (ii) Leave will be paid upon the University receiving proof of attendance and reimbursement of monies received.

(c) Attendance as a Witness	A Staff Member who is required to attend proceedings as a witness will be regarded as being on duty during their period of absence if: (i) required as a Crown Witness. Fees received, other than out of pocket expenses, will be paid to the University; (ii) required as a witness on behalf of the University or as a witness in proceedings relating to a University Award or Agreement. No fees will be paid. Other than above, a Staff Member summoned or called as a witness is required to take annual leave or make alternative working arrangements.
(d) Volunteer Emergency Services	(i) The University will grant paid leave to a Staff Member to assist in emergency services and disaster relief, or related training, provided that the Staff Member is not required by the University for essential operations or emergency services. (ii) The Staff Member is responsible for advising the University as soon as possible of call-in to emergency or disaster support. (iii) The organisation where the Staff Member is volunteering must certify that the Staff Member was required for the specified period.
(e) Defence Force	Staff serving on a part-time basis in the Australian Reserve Forces are entitled to paid leave to attend Defence Forces training, in accordance with Federal Government Provisions. The period of leave granted is subject to Reserve Force documentary evidence provided by the Staff Member to the University. Eligibility and entitlement for all staff (excluding casuals): (i) up to 16 calendar days paid leave for annual training; (ii) up to 16 calendar days paid leave for attendance at a school, class or course of instruction; A further period of up to 4 days may be granted on request from the Commanding Officer of the Reserve Unit.

36. RELIGIOUS, CULTURAL AND CEREMONIAL LEAVE

- 36.1 Supervisors will assist Staff by approving an applicable form of leave (annual leave, flexible work arrangements, leave without pay, or other applicable leave) for observance of holy days or attendance at essential religious, cultural or ceremonial duties associated with the Staff Member's faith or culture.
- 36.2 Staff will provide appropriate documentation to their Supervisor.
- 36.3 Eligibility and entitlement

Aboriginal and/or Torres Strait Islander Staff – Ceremonial Leave and National Day participation

Entitlement	Approval Process
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 events.	Leave will be approved by the Staff Member's Supervisor, following consultation with HR and/or the PVC, Indigenous Strategy, if necessary.

All Staff (other than casuals) – Other types of religious, cultural and ceremonial leave

Leave may be granted, at the discretion of the Staff Member's Supervisor, following consultation with HR if necessary and in accordance with the conditions outlined above.

37. GRADUATION LEAVE

- 34.1 Eligible Staff may be granted leave to attend their tertiary graduation ceremony. Leave will only be granted where Staff are graduating at a ceremony held during normal working hours.
- 34.2 All continuing and eligible fixed term staff will be entitled to one half day paid leave for graduations held within the Sydney metropolitan area or one day paid leave for graduations held outside the Sydney area.

38. PURCHASED LEAVE

Purchased Leave

- 38.1 In this clause the following definitions apply:
- (a) Period of Purchased Leave refers to a period of leave taken in accordance with subclauses 38.2 – 38.6 below;
 - (b) Purchased Leave Rate of Pay means the rate of pay a Staff Member receives when their Base Salary plus any salary loadings have been reduced to cover the cost of purchased leave. To calculate the Purchased Leave Rate of Pay, the Staff Member's Base Salary plus any salary loadings will be reduced by the number of days of purchased leave and then annualised at a pro rata rate over a 12 month period.
- 38.2 All Staff who have continuing employment and Staff on a fixed term appointment greater than 12 months may purchase up to four weeks additional leave in a 12 month period. Additional leave may be purchased in one week increments up to the maximum of 4 weeks.
- 38.3 Purchased leave must be taken within a specified 12 month period and will not attract annual leave loading. Staff will apply to take the additional purchased leave in the same way as annual leave and approval will be subject to the needs of the work unit. A request will not be unreasonably refused
- 38.4 Purchased leave will count as Continuous Service for all purposes.
- 38.5 Purchased leave will be funded by a corresponding reduction in the Staff Member's annual salary.
- 38.6 Purchased leave is subject to the following provisions:
- (a) the Staff Member must have an annual leave balance of 4 weeks or less at the time of applying for purchased leave;
 - (b) an application for purchased leave must be approved by the Staff Member's Supervisor;
 - (c) purchased leave cannot be accrued and forgone salary will be refunded where leave is not taken within the specified 12 month period;
 - (d) other paid leave taken during the specified 12 month period (e.g. personal leave, annual leave, long service leave, etc) will be paid at the Purchased Leave Rate of Pay;
 - (e) personal leave cannot be taken during a period of Purchased Leave;
 - (f) Purchased Leave Rate of Pay will be the salary rate applicable for all purposes including calculation of superannuation;
 - (g) Higher Duties Allowance will not be paid during a period of purchased leave;
 - (h) on termination of employment the purchased leave balance will be reconciled and the final payment will be calculated on the ordinary Base Salary;
 - (i) at the conclusion of the specified 12 month period the Staff Member will revert to their Base Salary.

39. SPECIAL LEAVE

- 39.1 At the discretion of the University and in circumstances where a Staff Member has exhausted their entitlements to other forms of leave (or for a Casual Staff Member who has no entitlement to other forms of leave), special leave may be granted for compassionate or extraordinary circumstances.
- 39.2 If a Casual Staff Member makes an application for a grant of special leave, consideration will only be for the period where the Casual Staff Member was rostered to work and could not work due to the compassionate or extraordinary circumstance.
- 39.3 Special leave will be paid at the Staff Member's base rate of pay.
- 39.4 Special leave granted to a Casual Staff Member will be paid at the applicable rate for work that would have been undertaken.

40. LEAVE WITHOUT PAY

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

41. PUBLIC HOLIDAYS AND UNIVERSITY CONCESSIONAL DAYS

- 41.1 All staff (excluding Casuals) will be paid leave for all declared public holidays in NSW (excluding local declared public holidays). Staff will receive 3 paid days (**University Concessional Days**) between 26 December and 1 January where they are not required to perform work.
- 41.2 A Staff Member who is required to work on a public holiday will be paid their Base Salary or will take alternate days off.
- 41.3 A Staff Member who is required to work on the University Concessional Days will be permitted to take alternative days off.

PART 8: DEVELOPMENT AT MACQUARIE

42. PROGRESSION

Incremental progression

- 42.1 On completion of each twelve months continuous service, continuing and fixed term Staff not on the maximum salary point for their classification level will automatically progress to the next salary step within the classification, unless:
 - (a) an adverse report under the University's Performance Development and Review process is received by Human Resources prior to the Staff Member's increment date; or
 - (b) the Staff Member is subject to review in accordance with clause 49, *Unsatisfactory Performance*, clause 50, *Misconduct and Serious Misconduct* or clause 51, *Research Misconduct*. A decision on the payment of a withheld increment will be made following the review.

Accelerated Progression

- 42.2 Where a Staff Member has consistently exceeded the required level of competency for normal incremental progression, the Executive Dean 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.
- 42.3 Where the Staff Member is at the top of the incremental range for their salary classification and following the annual review of performance, they have shown to be consistently exceeding the required level of competency then the Executive Dean may approve an additional payment in accordance with University policy.

43. DEVELOPMENT PERFORMANCE AND REVIEW

- 43.1 The Development Performance and Review (DPR) program provides a framework for identifying, evaluating and developing the performance of Staff. Performance development and review is linked to the achievement of individual, work area and organisational goals.
- 43.2 All continuing and fixed term Staff will participate in the Development Performance and Review program. Each Staff Member will have a Supervisor nominated by the University. These Supervisors will conduct the performance development and review program annually with Staff. The program is designed to enhance Staff performance and therefore the performance of the University.
- 43.3 The Development Performance and Review program provides Staff and Supervisors with the opportunity to:
 - (a) jointly consider work priorities, workload and performance expectations over the annual review period;
 - (b) provide feedback in relation to performance;
 - (c) determine if the Staff Member's performance does not warrant incremental progression;
 - (d) establish if the Staff Members performance warrants reward or recognition;
 - (e) identify any assistance and support that will be provided to improve performance;
 - (f) identify professional and career development needs and what will be done to support these needs. This may include the appointment of an advisor who will assume the role of coach or mentor;
 - (g) discuss the Staff Member's plans to take annual, long service or other forms of leave (these discussions are to inform work planning not performance issues); and
 - (h) discuss as appropriate any other issue that may impact on work performance and development.

- 43.4 The Development Performance and Review program will be integrated with University processes for probation, incremental progression and promotion.
- 43.5 The Development and Review program may be tailored to account for specific needs of particular groups of staff following consultation with the Academic Staff Implementation Committee (ASIC).

44. OUTSIDE STUDIES PROGRAM

- 44.1 The University provides for an Outside Studies Program (OSP) to enable Academic Staff to undertake a structured program of sustained scholarship, research and associated developmental activities either within the Sydney metropolitan area (including at the University) or elsewhere in Australia or overseas. It implements this through two forms of OSP Fellowship – an Internal Fellowship and an External Fellowship.
- 44.2 Internal Fellowships may be granted to staff planning to spend most of their time in metropolitan Sydney (including at the University).
- 44.3 External Fellowships may be granted to staff planning to spend a continuous period of at least one month of the total OSP at another institution/organisation within Australia (beyond metropolitan Sydney) or overseas. External Fellowships include a grant-in-aid.
- 44.4 All continuing full-time and part-time Academic Staff and Academic Staff appointed on a fixed term contract in excess of three years, who plan to undertake a structured program of sustained scholarship, are eligible to apply for OSP in accordance with the University's Outside Studies Program policy in place from time to time.
- 44.5 Eligible Staff, who are new to the University, must have at least three years' service between their commencement at the University and the start date of the proposed OSP. For other eligible Staff, at least three years must have elapsed between one period of OSP and the beginning of a new period of OSP.
- 44.6 Fellowships will be available to Staff who meet the University's definition of Research Active (adjusted on a proportionate basis for part-time Staff), are early career researchers, are Teaching and Leadership or Teaching/Industry/Commercial Academics or are working towards completion of a relevant doctoral qualification or Higher Degree Research program.
- 44.7 Teaching and Research Academics who do not meet the definition of Research Active may put forward a case for exemption from this criterion. Particular consideration will be given to Staff who have not been able to meet the definition due to carer responsibilities, personal illness, a period on a teaching or administration/service/management weighted workload or Staff starting their research career.
- 44.8 The maximum percentage of Staff who may be awarded a Fellowship (internal and external) will be 14% of Academic Staff within a Faculty or academic unit per six month OSP period.
- 44.9 The maximum period of an OSP Fellowship will generally be six months. The period of OSP Fellowship cannot be spread over more than one half year teaching period, unless it is proposed and approved in advance by the relevant Executive Dean. Fellowships are granted on the understanding that the Staff Member will remain with the University to complete the necessary reporting requirements
- 44.10 Approval, by the relevant Executive Dean, will be based on criteria including but not limited to the following:
 - (a) the quality of the proposed program, including evidence of clear and detailed planning, appropriate choice of host institution(s) and expected outcomes to be generated;
 - (b) the contribution of the OSP to University, Faculty and Department research goals and to the applicant's own career development;
 - (c) the submission of a report in accordance with policy following previous periods of OSP;
 - (d) the outcomes from any previous periods of OSP; and
 - (e) the impact on the Department/Faculty teaching commitments.
- 44.11 Applications for OSP will be invited in a coordinated process across Faculties in accordance with the OSP Policy and Procedure in place from time to time.
- 44.12 In accordance with the University's commitment to providing equal employment opportunities for all staff, the Executive Dean, when considering a proposal, should be sensitive to the special needs of individual Staff arising from different career histories or histories of special disadvantage.

- 44.13 On request from the Staff Member, the Executive Dean will provide in writing the reasons for an application being unsuccessful.
- 44.14 An Appeals committee, constituted in accordance with OSP policy in place from time to time, will consider the process of an application as requested by an unsuccessful applicant and provide feedback on the outcome of the appeal.
- 44.15 Information on the number of OSP applications submitted and approved will be shared periodically with ASIC on an annual basis.

45. ACADEMIC PROMOTION

- 45.1 The University will provide Staff with the opportunity to progress through the academic classification levels B, C, D and E via the University's academic promotions process.
- 45.2 Promotion will be on the basis of merit. An applicant's whole career will be taken into account but special attention will be paid to the applicant's achievements relative to opportunity since appointment or promotion to their current level at the University.
- 45.3 The call for and assessment of applications for promotion will be done in accordance with the University's policy on Academic Promotion that is in place from time to time.

46. TEACHING EVALUATION

- 46.1 Effective teaching plays a critical role in the quality of the learning outcomes of students. Student evaluation of teaching and curriculum may help to identify where the student learning experience can be improved, provide summary evidence of levels of student satisfaction, provide feedback on course content and delivery, and provide evidence of good practice in teaching.
- 46.2 All fixed term and continuing Staff will be required to undertake regular student evaluation of their teaching and the units they convene, including research supervision as appropriate.
- 46.3 Staff will not be required to obtain student evaluation of teaching for more than one unit each academic year. Staff will select the unit or units in which their teaching will be evaluated. Notwithstanding this, a Staff Member's DPR supervisor may require that a formal evaluation of teaching be undertaken in a particular unit where evidence from other sources suggests a need for student evaluation.
- 46.4 Casual Academic Staff will be encouraged to seek student feedback and to attend professional development programs and workshops relevant to their teaching.
- 46.5 Student evaluation of teaching will not solely be used by the University to initiate any action under clause 49, *Unsatisfactory Performance*.
- 46.6 Formal student evaluation of teaching and, if applicable, curriculum provides one source of evidence of teaching performance and should be used along with other sources as outlined below for discussion relating to performance development and review, probation and promotion. Other sources of information about teaching performance and development may include, but are not limited to, a Staff Member's:
 - (a) teaching portfolio;
 - (b) participation in curriculum development;
 - (c) participation in peer review of teaching;
 - (d) scholarly output relating to teaching;
 - (e) success in gaining internal and/or external grants relating to teaching; and
 - (f) attendance at relevant professional development programs.
- 46.7 Aggregated teaching evaluations may be published on the University's website in a form that does not allow identification of individual Staff Members.

PART 9: MANAGING CHANGE AT MACQUARIE

47. MANAGING CHANGE IN THE WORKPLACE

- 47.1 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 and mitigating any adverse effects to the University community.
- 47.2 If the Staff Member has been employed in the same or substantially similar position in the same department (or equivalent), the Staff Member cannot be subject to more than one formal workplace change process under subclause 47.8 in a two-year period, provided a decision was made to proceed with proposed changes and the Staff Member was required to participate in a process involving the need to apply for new and/or a reduced number of available positions. This subclause does not apply to voluntary redundancies or where exceptional circumstances arise, including substantial adverse changes in Government funding or major negative economic disruption.
- 47.3 If under subclause 47.2, the University believes that exceptional circumstances exist, the University will discuss the circumstances and potential alternatives to workplace change with the Union.
- 47.4 The University will, usually and where appropriate, discuss with Staff issues that might lead to change and conduct an analysis of positions, processes and work before developing a formal change proposal/paper as required under subclause 47.8 below. Nothing in the clause will prevent the University from undertaking a feasibility assessment of possible workplace change before engaging in a consultative process with Staff.
- 47.5 Retrenchment in accordance with clause 48 of this Agreement will be a last resort. The University will minimise the need for retrenchment to the extent reasonably practicable by considering any proposals put forward by Staff and/or the Union during the consultation process and/or during the notice and associated redeployment period. Examples of measures proposed by Staff and/or the Union may include:
- (a) reducing numbers through natural attrition;
 - (b) inviting expressions of interest for voluntary redundancy;
 - (c) pre-retirement contracts;
 - (d) change of appointment fraction;
 - (e) leave without pay;
 - (f) job sharing arrangements;
 - (g) long service leave; and /or
 - (h) redeployment
- 47.6 Staff will be entitled to be represented by the Union or other Representative at any stage of discussion of the workplace change.

Significant Effects

- 47.7 Where the University is considering workplace change that could reasonably be expected to have significant effects on Staff they will engage in a consultative process with all affected Staff and the NTEU. Significant effects may arise from, but are not limited to:
- (a) the need to transfer Staff to other work or locations including transfer to a new employer;
 - (b) a reduction in the number of positions and/or significant changes to the composition of the workforce;
 - (c) the alteration of hours of work across a work unit;
 - (d) the alteration of the way in which work is performed and organised within a work unit which may be due, but not limited to, the introduction of new technology or other changes to programs or organisation structure and which may have a reasonably foreseeable adverse impact on staff workload;
 - (e) the closure of a University work unit or part of a University work unit;
 - (f) any proposal to contract out the work currently being performed by any Staff Member, or to commence using (or increase the use of) independent contractors or labour hire workers to perform types of work currently being performed by Staff; or

- (g) changes that invoke the clause 48, *Redundancy, Redeployment and Retrenchment* and/or result in any significant adverse impacts on a position such that it would be considered a demotion.

Proposed Changes

- 47.8 During the Consultation process, for change involving significant effects on Staff, the University will provide, to all affected Staff and their Union, a formal change paper that provides relevant information about the proposed workplace changes. The information will include but is not limited to:
- (a) documentation setting out recommended changes and the rationale for the change, including objectives and aims of the change and proposed high level position descriptions for any proposed new or significantly changed positions (covering position purpose and key accountabilities) and staffing profiles;
 - (b) an assessment of the likely effects of the change on Staff, including:
 - (i) changes to roles;
 - (ii) Changes to structures;
 - (iii) Any clearly identifiable and disproportionate potential impact the impacts on women, staff with disabilities, LGBTQI+ staff, culturally and linguistically diverse staff, and/or indigenous employment;
 - (iv) Any changes that may effect work health and safety
 - (v) Proposed redundancies and/or redeployments;
 - (vi) Any collective staff training needs;
 - (vii) closure of a University work unit or part of a University work unit; and
 - (viii) Any proposals of the University to mitigate the negative effects of the proposed changes; and
 - (c) the identification of any work that will remain from positions proposed to be made redundant, and any proposals for the redistribution of that work within the workloads of remaining staff,
 - (d) the proposed timelines for implementation;
 - (e) the financial implications of the proposed change.

Concurrent consultation process

- 47.9 In circumstances where proposed workplace changes do not involve a reduction in the number of positions, do not include adverse effects on workloads arising from a reduced number of positions, or create redundancies or downgraded positions, the University may concurrently undertake the procedures set out at subclause 47.8 with those set out at subclause 47.11.

Feedback

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

Implementation

- 47.11 When the University confirms a decision to proceed with the change proposal, it will:
- (a) inform affected staff and their Union;
 - (b) consider and address key themes and issues arising from submissions from affected staff and their Union;
 - (c) confer with affected staff and their Union with a view to reaching agreement about the implementation of the change, including the timeline of implementation and measures to mitigate any negative consequences for staff arising from the change (including adverse impact on workloads arising from a reduced number of positions) and a process for monitoring the effects of the change after implementation;

- (c) undertake an assessment of the potential impacts on women, staff with disabilities, LGBTQI staff, culturally and linguistically diverse staff, Indigenous employment strategies and the job security of Staff in the affected area; and
 - (d) where necessary, undertake an assessment of Staff training needs arising from the change.
- 47.12 Where implementation of workplace change leads to a continuing position becoming redundant, the University will implement the redundancy provisions of this Agreement. Where implementation of workplace change leads to a fixed term position becoming redundant, the University will proceed in accordance with the relevant provisions in clause 10, *Fixed-Term Employment*.

Post-Implementation Review

- 47.13 Where the University proceeds with a change under subclause 47.11, it may determine to undertake a Post-Implementation Review.
- 47.14 This review will assess the implementation of the change against the rationale, expected outcomes, and likely effects of the change on staff as outlined in the change paper. Staff Members from the affected unit and the Union will be invited to comment on implementation of the change, including any impact on staff workloads.
- 47.15 A request for a post implementation review may also be made by the Union. If this request is agreed to by the University, the review will be done in accordance with subclause 47.14.
- 47.16 A Post-Implementation Review will normally occur where there has been a significant reduction in the number of positions following a change process.

Roster Changes

- 47.17 In circumstances where the University intends to change a Staff Member's regular roster or ordinary hours of work, the University will:
- (a) provide information to the Staff Member about the change;
 - (b) invite the Staff Member to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the Staff Member about the impact of the change.
- 47.18 Staff will be entitled to be represented by the Union or other Representative at any stage of discussion of roster changes.

48. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

Application

- 48.1 This clause only applies to continuing Staff Members, except the retrenchment benefit table under subclause 48.14, which may also apply to fixed-term staff members entitled to severance payment in accordance with subclause 10.24 of the Agreement.

Notice

- 48.2 Where, as a consequence of clause 47, *Managing Change in the Workplace* it has been determined to make a specific position redundant, the University will provide six months notice of retrenchment and associated redeployment period to the Staff Member. During the notice period, the University and the Staff Member may agree to alternative duties.
- 48.3 Where a Staff Member is provided with notice of retrenchment, the University may offer the Staff Member an option of reducing the notice period to three months in order to receive an additional lump sum payment. A Staff Member will have a period of two weeks from the date of notification to accept this offer.

Redeployment

- 48.4 The University will keep a record of all Staff Members who wish to be redeployed during their notice period.
- 48.5 During the notice period the University will proactively take all reasonable steps to identify positions to which the Staff Member may be redeployed

- 48.6 When the Staff Member and the University agree that a position is a potential redeployment opportunity, the University will give priority consideration to the placement of that Staff Member. Priority consideration includes a right to be considered before external candidates and a right to interview for that position. The University will not withhold agreement that a position is a potential redeployment opportunity without reasonable justification.
- 48.7 Where the University identifies a position that may be suitable, it will:
- review the skills and experience needed to perform the essential requirements of the position, which will be documented in the relevant position description and/or job advertisement;
 - assess if the Staff Member has the necessary skills and relevant experience or is able to be retrained to perform in the position within a reasonable period;
 - where it is assessed that the Staff Member is able to be retrained, provide such training as is necessary; and
 - offer to redeploy accordingly
- 48.8 If a Staff Member is assessed as not having the necessary skills, relevant experience, or ability to be retrained to perform in the position under 48.7, the University will provide the Staff Member with written feedback about that assessment.
- 48.9 The Staff Member will not refuse a reasonable offer of redeployment or training and may only be redeployed to a lower classified position by agreement.
- 48.10 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. Where appropriate, the University may offer a Staff Member a trial redeployment period (Trial Period) provided that the trial period is no longer than the relevant notice period. During the Trial Period, the Supervisor and the Staff Member will be provided with an opportunity to trial the suitability of a position. The University or the Staff Member may end the Trial Period by giving 10 days written notice.
- 48.11 A Staff Member will not relinquish their entitlement to a retrenchment benefit unless at the end of the Trial Period they are made an offer of suitable redeployment.
- 48.12 If at the end of the relevant notice period the University has been unable to redeploy the Staff Member then, as a last resort, the Staff Member's employment will be terminated and the retrenchment benefit paid.

Resignation before Retrenchment

- 48.13 If, during the period of notice, a Staff Member, whose position has been made redundant under this clause 48, resigns their employment or agrees that redeployment is not an option, they will still be entitled to payments under subclause 48.14 plus a payment for the balance of the notice period or four weeks' pay whichever is the lesser.

Retrenchment Benefit

- 48.14 A Staff Member who is retrenched will be entitled to a retrenchment benefit in accordance with the table:

Component	Calculation	Eligibility
(a) a lump sum payment calculated in accordance with the Continuous Service Scale	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	All Staff
(b) any entitlements to accrued annual leave	Calculated in accordance with subclause 29.15	All Staff
(c) any entitlements to long service leave	Calculated in accordance with subclause 31.10 The proportionate entitlement will be calculated in accordance with subclause 31.6	All Staff with an accrued entitlement. A Staff Member with at least five but less than 10 years Continuous Service will be paid a proportionate entitlement.

(d) any entitlements to monies held under the Deferred Salary Scheme	The amounts withheld under the Deferred Salary Scheme	All Staff participating in the Deferred Salary Scheme
(d) a lump sum payment equivalent to 13 weeks salary	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	A continuing Staff Member who is offered and accepts the option of a Reduced Notice Period

48.15 In addition to the Retrenchment Benefit, a Staff Member whose position has been made redundant and is not receiving a Voluntary Redundancy Benefit referred to in subclauses 48.17 – 48.19 will also be entitled to:

- (a) up to \$1000 (inc. GST) in financial support to be used towards independent financial advice, payable upon the provision of a receipt to the University;
- (b) career transition support of up to \$2500 (inc. GST) payable on receipt of invoice or receipt. University-approved providers will provide career transition support; and
- (c) up to one day of 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.

Continuous Service Scale

48.16 Continuous Service will be calculated in accordance with the scale below and capped at a maximum of 52 weeks.

Length of Continuous Service	Severance Pay
Less than 1 year	4 weeks
1 year and less than 2 years	8 weeks
2 years and less than 3 years	12 weeks
3 years and less than 4 years	15 weeks
4 years and less than 5 years	18 weeks
After 5 years	18 weeks plus 2 weeks for each additional year of Continuous Service or pro-rata for part thereof and capped at maximum of 52 weeks.

Voluntary Redundancy

48.17 The University may invite a Staff Member to apply for voluntary redundancy. A Staff Member will have a period of six weeks from the date of an invitation to submit an application for voluntary redundancy. If a Staff Member submits an application for voluntary redundancy within two weeks of the date of the invitation and the University accepts the application, the Staff Member will be entitled to a lump sum payment of four weeks salary in addition to the voluntary redundancy benefit. The University may reject any application for voluntary redundancy where it considers that the position is necessary to its ongoing operations.

48.18 Where the University accepts an application for voluntary redundancy, the University will consult with the Staff Member before confirming the final date of employment.

48.19 The voluntary retrenchment benefit will be calculated in accordance with the table:

Component	Calculation	Eligibility
(a) a lump sum payment of 20 weeks salary;	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	All Staff
(b) a lump sum payment calculated in accordance with the Continuous Service Scale	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	All Staff
(b) any entitlements to accrued annual leave	Calculated in accordance with subclause 29.15	All Staff

(c) any entitlements to long service leave	Calculated in accordance with subclause 31.10 The proportionate entitlement will be calculated in accordance with subclause 31.6	All Staff with an accrued entitlement. A Staff Member with at least five but less than 10 years Continuous Service will be paid a proportionate entitlement.
(e) a lump sum payment equivalent to four weeks salary	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	A Staff Member who has submitted an application for Voluntary Redundancy within two weeks of the date of the invitation

- 48.20 Where appropriate, the University will consider a substitution process ('job swap') to allow an exchange of positions between an affected Staff Member and another continuing employee who has indicated they may accept a voluntary redundancy or retrenchment benefit. This process will be managed on a case by case basis and must be approved by the Chief People Officer or Manager, Employee Relations.

Re-employment after Redundancy or Retrenchment

- 48.21 A Staff Member who has received a voluntary redundancy benefit or a retrenchment benefit will not be re-employed in any capacity, by the University, within one year of the last day of duty of the Staff Member or a shorter period with the approval of the Chief People Officer or Manager, Employee Relations.
- 48.22 If requested by a Staff Member, who is terminated by way of redundancy or retrenchment, the University will provide a letter certifying that they occupied a position deemed to be surplus to the requirements of the University.

Redundancy Review

- 48.23 A Staff Member who elects to seek a review of the decision to declare their position redundant must apply to the Chief People Officer within 7 working days of receipt of the redundancy notice.
- 48.24 On receipt of a request for a Review the Chief People Officer will establish a Redundancy Review Committee (RRC). The RRC will comprise:
- (a) a Chair appointed by the Chief People Officer from a pool agreed between the Chief People Officer and the Chair of ASIC. The Chair will be external to the Staff Member's Faculty or may be external to the University;
 - (b) one Staff Member appointed by the Chief People Officer; and
 - (c) one Staff Member appointed by the NTEU.
- 48.25 The RRC will be convened within 10 working days of the request for review being received by the Chief People Officer. 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.
- 48.26 The RRC:
- (a) will allow the Staff Member (and/or, if they so choose, their Representative) to address the reasons for requesting a review, respond to any documentation before the RRC and answer any questions from the RRC;
 - (b) may seek further material and meet with other Staff or representatives of the University if it considers necessary.
- 48.27 The RRC will provide a report of its findings to the Chief People Officer who will forward the report and associated materials to the appropriate Deputy Vice-Chancellor or equivalent for consideration and decision.
- 48.28 The Deputy Vice-Chancellor or equivalent may:
- (a) confirm that the redundancy and retrenchment will proceed as advised; or

- (b) request the Executive Dean reconsider the criteria used to identify redundant positions; and/or
- (c) review the Staff chosen for retrenchment.

PART 10: MANAGING PERFORMANCE AND CONDUCT AT MACQUARIE

49. UNSATISFACTORY PERFORMANCE

Administration

- 49.1 The procedures outlined in this clause will apply to all Staff Members, other than Casual Staff and any Staff Member subject to the probationary procedures under clause 14, *Probation*.
- 49.2 A Staff Member is entitled to be accompanied to any meeting by a Representative of their choice. The Representative may actively participate in the meeting but not answer for the Staff Member. The Staff Member and their Representative may withdraw to consult if required.
- 49.3 Where a Staff Member's Supervisor has formed the view that the Staff Member's performance is unsatisfactory, the Supervisor will:
 - (a) write to the Staff Member outlining their view of the unsatisfactory performance and outlining any previous occasions on which relevant performance concerns have been raised;
 - (b) meet with the Staff Member to discuss those areas of performance that have been identified as unsatisfactory;
 - (c) provide the Staff Member with a reasonable opportunity to respond to the performance concerns during the meeting and the opportunity to provide a written response up to five working days following the meeting. The Staff Member may use a maximum of 8 hours of work time to prepare the written response.
- 49.4 The Supervisor will determine if the view originally formed is still valid, and if so:
 - (a) advise the Staff Member what improvements are required for performance to be satisfactory;
 - (b) provide, where reasonable and appropriate, the Staff Member with training and/or development; and
 - (c) provide the Staff Member with a reasonable period of time which, depending on the circumstances, will not normally be more than three months, to improve those areas of performance identified as being unsatisfactory.
- 49.5 At the end of the period specified in subclause 49.4(c) the Supervisor will meet with the Staff Member and review their performance. Following that review:
 - (a) where the Supervisor determines that all aspects of the Staff Member's performance are now satisfactory it will be recorded and no further action will be taken; or
 - (b) where the Supervisor determines any aspect of the Staff Member's performance remains unsatisfactory, the Supervisor will:
 - (i) make a report to the Executive Dean within 5 working days of meeting with the Staff Member; and
 - (ii) provide a copy of the report to the Staff Member.
- 49.6 Notwithstanding subclause 49.5, if at any time during the Unsatisfactory Performance process the Supervisor determines that all aspects of the Staff Member's performance are satisfactory, the Supervisor will inform the Staff Member in writing that the unsatisfactory performance action has concluded and no further action will be taken

Stage 1

- 49.7 Where the Supervisor forwards a report to the Executive Dean, the Staff Member may provide a written response to the Executive Dean. Any response by the Staff Member must be provided within 5 working days of the Staff Member receiving the report in accordance with subclause 49.5 (b) (ii)
- 49.8 The Executive Dean:
 - (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 and give them a reasonable opportunity to provide such input. The nominated colleagues must be in the faculty in which the Staff Member works.

49.9 Having regard to the report and any further information obtained in the process referred to in subclause 46.8, the Executive Dean will either:

- (a) refer the matter back to the Supervisor for a further review period which, depending on the circumstances, will not normally be more than three months, with directions that the Supervisor must comply with before the matter is referred back to the Executive Dean to be dealt with under this subclause; or
- (b) determine that all aspects of the Staff Member's performance are now satisfactory and that the unsatisfactory performance process should be concluded and no further action will be taken; or
- (c) provide a report to the Unsatisfactory Performance Reviewer (UPR) which:
 - (i) identifies the aspects of performance the Executive Dean regards as unsatisfactory;
 - (ii) records the attempts to remedy the unsatisfactory performance; and
 - (iii) includes the Staff Member's responses and, if sought, colleague's responses.

49.10 If the Executive Dean provides a report to the UPR, a copy will also be provided to the Staff Member.

Stage 3

49.11 If the Executive Dean decides to proceed in accordance with subclause 49.9 (c), they will notify the Manager, Employee Relations who will appoint a UPR. The UPR will be selected from a pool of suitably qualified practitioners. The pool will be agreed between the Manager, Employee Relations and the Chair of ASIC.

49.12 The UPR:

- (a) will review all reports from the Supervisor and Executive Dean;
- (b) will review all responses from the Staff Member;
- (c) will invite the Staff Member (and/or their Representative if they so choose) to be interviewed and may interview the Supervisor, the Executive Dean, the Manager, Employee Relations and/or any other person/s deemed appropriate by the UPR;
- (d) will investigate procedural and substantive aspects of the matter and take into account any further material they believe is appropriate to consider; and
- (e) will provide a report to the Chief People Officer on the findings. This report should, where possible, be provided within five days of the last meeting. The UPR will also provide a copy of the report to the Staff Member.

Stage 4

49.13 The Chief People Officer will consider all reports, responses and associated materials and may either:

- (a) take no further action;
- (b) refer the matter back to the Supervisor or Executive Dean with directions which either or both of them must comply with before the matter is referred back to the Chief People Officer to be dealt with under this subclause 49.13; or
- (c) propose to 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.

49.14 The Chief People Officer will advise the Staff Member in writing of the determination under subclause 46.13.

49.15 If any disciplinary action is proposed to be taken, the Chief People Officer will:

- (a) invite the Staff Member to advise in writing any matters that they want the Chief People Officer to take into account in making a decision about what disciplinary action is to be taken. Any such response must be provided within five working days of the invitation. The Chief People Officer will also invite the Staff Member (and their representative if they so choose) to attend a meeting to discuss the matter;
- (b) consider any matters brought to their attention by the Staff Member when deciding what, if any, disciplinary action should be taken; and
- (c) if disciplinary action is to be taken, advise the Staff Member of the decision and of the operative date of any disciplinary action to be taken.

49.16 If the Chief People Officer determines to terminate the employment of the Staff Member, the period of notice will be as determined under clause 56, *Termination of Employment*.

Other matters

49.17 A decision made by any Supervisor or Officer of the University to take no further action will conclude the Unsatisfactory Performance process. However, it will not prevent the University from relying on the relevant unsatisfactory performance in any future performance related matter (unless there was a decision pursuant to 49.4 that the original view formed was not valid).

50. MISCONDUCT AND SERIOUS MISCONDUCT

Application

- 50.1 This clause sets out the process for taking Remedial Disciplinary Action and Formal Disciplinary Action against a Staff Member and applies to all Staff Members other than:
- (a) casual Staff Members; and
 - (b) Staff Members within probation in relation to matters involving possible serious misconduct. In these circumstances, the procedures set out in clause 14, *Probation* will apply.
- 50.2 The procedures of this clause will not apply in matters involving alleged Breach/Serious Breach of the Code or alleged Research Misconduct as defined in this Agreement. Instead, the procedures of clause 51, *Research Misconduct* will apply.
- 50.3 Where there is ambiguity in a particular matter as to whether the procedures in this clause 50 or clause 51, *Research Misconduct*, should apply, the Chief People Officer will consult with the Pro Vice-Chancellor (Research Integrity and Development or equivalent and agree which process should apply and to avoid duplication. If, during the process, it becomes apparent that the alternate process is more applicable, the University may adopt the alternate process and steps taken under the first process will be recognised in the second process.
- 50.4 Where a matter that may involve misconduct or serious misconduct is dealt with in good faith as if it were a case of unsatisfactory performance under clause 49, the procedures of this clause are not required, but the procedures of clause 49, including notice periods, must be followed if the Staff Member's employment is terminated.

Definitions

In this clause, the following definitions apply:

- 50.5 **Misconduct** means conduct or behaviour of a kind that is unsatisfactory and inconsistent with the expectations of a Staff Member in the workplace.
- 50.6 **Serious Misconduct means:**
- (a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a Staff Member's duties or to a Staff Member's colleagues carrying out their duties;
 - (b) conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the Staff Member of their functions or duties, or to the Staff Member's colleagues carrying out their functions or duties;
 - (c) sexual harassment;
 - (d) repeated incidents of Misconduct; and/or
 - (e) serious dereliction of duties.

- 50.7 **Remedial Disciplinary Action** means any action by the University to discipline a Staff Member and is limited to:
- (a) guidance;
 - (b) counselling;
 - (b) training; and/or
 - (d) written warning.
- 50.8 **Formal Disciplinary Action** means any action by the University to discipline a Staff Member for unsatisfactory performance or misconduct or serious misconduct in accordance with 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/or
 - (g) termination of employment.

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

Procedures

Local Resolution

- 50.9 A Staff Member's Supervisor should initially, if appropriate, seek to resolve instances of possible misconduct or serious misconduct through Remedial Disciplinary Action. Having regard to the principles of procedural fairness, this may involve the Supervisor making enquiries to inform any action under this subclause.
- 50.10 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 Chief People Officer.
- 50.11 In the event that the Staff Member at this stage makes a full admission, the matter will be dealt with under subclause 50.27.

Referral to Chief People Officer

- 50.12 The Chief People Officer 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. In circumstances where a Staff Member is suspended with pay, the Vice Chancellor will issue directions regarding whether the suspension relates to:
- (a) all duties; or
 - (b) specified duties including adjustments to the way specified duties may be carried out.
- 50.13 If a Staff Member is suspended without pay then the Staff Member may access any available annual or long service leave entitlement or (with the permission of the University) undertake other paid employment.
- 50.14 The Chief People Officer will consider any alleged conduct referred to them under sub clause 50.12 and may:
- (a) take no further action;
 - (b) refer the matter back to the Supervisor with instructions;
 - (c) determine to resolve the matter through taking Remedial Disciplinary Action. Having regard to the principles of procedural fairness, this may involve the Chief People Officer making enquiries to inform any action under this subclause.
 - (d) refer the matter to an investigator for the purpose of investigating the alleged conduct;
 - (e) proceed under subclause 50.18.

- 50.15 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.
- 50.16 The investigator will investigate the alleged conduct and provide the Chief People Officer with a report of the investigation.
- 50.17 If, following the consideration of the conduct alleged by the Supervisor and the report of the investigator, if any, the Chief People Officer believes the alleged conduct does not warrant further investigation the Chief People Officer may:
- (a) notify the Staff Member in writing that no further action will be taken by the University in relation to the alleged conduct; and/or
 - (b) determine to resolve the matter through taking Remedial Disciplinary Action.

Written Allegations

- 50.18 If, following the consideration of the conduct alleged by the Supervisor and the report of the Investigator, if any, the Chief People Officer believes the alleged conduct warrants further investigation then the Chief People Officer 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. In the event that a Staff Member's response has not changed in light of the Investigator's report, if any, they may notify the Chief People Officer that their initial response is their final response.

Referral to Deputy Vice Chancellor

- 50.19 If the Staff Member admits the allegation/s in part or in full, or fails to submit a written response to any allegations, the Chief People Officer 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, determine to deal with the matter through Remedial Disciplinary Action and take no further 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.
- 50.20 If the Deputy Vice-Chancellor makes a determination under sub clause 50.19(c), they must proceed in accordance with sub clause 50.28 below.
- 50.21 If the Staff Member denies any of the allegation/s in part or in full, the Chief People Officer 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

- 50.22 If the Chief People Officer determines that any of the allegations of misconduct/serious misconduct should be referred to an MIC under sub clause 50.21(a) above, the Chief People Officer will appoint an MIC in accordance with sub clause 50.23. The Committee will convene within 15 working days of its appointment.
- 50.23 The Committee will comprise three (3) persons consisting of:
- (a) a Chair appointed by the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the Academic Staff Implementation Committee. The Chair will be external to the Staff Member's Faculty/Office and may be external to the University;

- (b) one Staff Member appointed by the Vice Chancellor; and
- (c) one Staff Member selected by the NTEU.

Terms of Reference and Procedures of the MIC

- 50.24 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 Chief People Officer.
- 50.25 The MIC will:
- (a) determine whether a Staff Member on suspension without pay will remain on suspension without pay;
 - (b) allow the Staff Member (and/or, if they so choose, their Representative) a reasonable opportunity to attend an interview and provide them with an opportunity to respond to the allegations of misconduct or serious misconduct;
 - (b) make all reasonable efforts to interview any person it thinks fit to establish the facts of the particular case;
 - (c) invite the Staff Member (and/or, if they so choose, their Representative) and the University's representative to attend all interviews conducted by the MIC;
 - (d) provide the Staff Member (and/or, if they so choose, their Representative) and the University's representative with an opportunity to ask questions of interviewees whose interview they attend;
 - (e) provide the Staff Member (and/or, if they so choose, their Staff Representative) and the University with a reasonable opportunity to make submissions and present evidence to the Committee;
 - (f) conduct the investigation as expeditiously as possible consistent with the requirements of this subclause;
 - (g) 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;
 - (h) keep a record of proceedings; and
 - (i) provide a report of its findings and a copy of proceedings to the Staff Member and to the Chief People Officer within 5 working days of completion of the proceedings.
- 50.26 The Chief People Officer 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.
- The DVC may:
- (a) form the view that the conduct does not amount to misconduct or serious misconduct. In these circumstances, the DVC will take no further action and advise the Staff Member in writing;
 - (b) form the view that the conduct warrants Remedial Disciplinary Action; or
 - (c) form the view that the conduct amounts to misconduct or serious misconduct. In these circumstances, the DVC will undertake the procedure in subclause 50.27 below.
- 50.27 The DVC will:
- (a) advise the Staff Member of the decision regarding what Formal Disciplinary Action, if any, is proposed to be taken;
 - (b) if any Formal Disciplinary Action is proposed to be taken, invite the Staff Member to advise in writing, within five working days, any matters they want the DVC to take into account in making a decision about what disciplinary action is to be taken;
 - (c) consider any matters brought to their attention by the Staff Member when deciding what, if any, Formal Disciplinary Action should be taken.
- 50.28 If, having undertaken the procedure in sub clause 50.27, the DVC is of the view that the conduct amounts to misconduct or serious misconduct, then the DVC may take Formal Disciplinary Action against the Staff Member. The DVC will advise the Staff Member of the final decision about what Formal Disciplinary Action is to be taken and of the operative date of any Formal Disciplinary Action to be taken.

Other Matters

- 50.29 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.
- 50.30 The action of the Chief People Officer and the DVC under this clause will be final. However, this clause does not exclude the jurisdiction of any external tribunal that would be competent to deal with the matter.

Notice Periods

- 50.31 Where, in accordance with subclause 50.19(c) or 50.28, the DVC decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 56, *Termination of Employment*.
- 50.32 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.
- 50.33 Any payments in lieu of notice will be based on the Staff Member's salary at the date of termination of employment.
- 50.34 In instances of termination of employment as a result of serious misconduct involving suspension without pay, there will be no requirement for the notice of termination prescribed in this Agreement.

51. RESEARCH MISCONDUCT

- 51.1 The Australian Code for the Responsible Conduct of Research, 2018, (**the Code**) sets the standards for the responsible practice of research in Australia. It articulates the broad principles that characterise an honest, ethical and conscientious research culture. The framework and standards for responsible research conduct which are outlined in the Code apply to all research conducted in Australia or research conducted under the auspices of an Australian institution. The Macquarie University Code for the Responsible Conduct of Research (the Macquarie Research Code) prescribes how the standards of the Code will be applied by the University and the related procedure outlines the process for handling alleged breaches of these standards.

Application

- 51.2 This clause will apply to all Staff Members, excluding Casual Staff Members.
- 51.3 In the case of an alleged Breach/Serious Breach of the Code or alleged Research Misconduct by a Staff Member, the University will follow the process set out in the Macquarie Research Code. For the avoidance of doubt, the procedures under clause 50, *Misconduct and Serious Misconduct*, do not apply when dealing with an alleged Breach/Serious Breach of the Code or alleged Research Misconduct.
- 51.4 Where there is ambiguity as to whether the procedures in this clause 51 or clause 50, *Misconduct and Serious Misconduct* should apply, the Chief People Officer will consult with the Pro Vice-Chancellor (Research Integrity and Development) and agree which process should apply and to avoid duplication. If, during the process, it becomes apparent that the alternate process is more applicable, the University may adopt the alternate process and steps taken under the first process will be recognised in the second process.

Definitions

In this clause, the following definitions apply:

- 51.5 **Code** means the *Australian Code for the Responsible Conduct of Research, 2018*, and related guide, published jointly by the Australian Research Council, the National Health and Medical Research Council and Universities Australia.
- 51.6 **Macquarie Research Code** means the *Macquarie University Code for the Responsible Conduct of Research* and related procedure (as amended from time to time) detailing how alleged breaches or Research Misconduct will be managed and investigated.
- 51.7 **Breach of the Code** means a failure to meet the principles and responsibilities of researchers in conducting research described in the Code. Examples of breaches are included in Schedule 7, *Extract from the Guide to*

Managing and Investigating Potential Breaches of the Australian Code for the Responsible Conduct of Research, 2018.

- 51.8 **Serious Breach of the Code** means a Breach of the Code which is more serious, having regard to one or more of the following factors:
- (a) the extent of the departure from accepted practice;
 - (b) the extent to which research participants, the wider community, animals and the environment are, or may have been, affected by the breach;
 - (c) the extent to which it affects the trustworthiness of the research;
 - (d) the level of experience of the researcher;
 - (e) whether there are repeated breaches by the researcher;
 - (f) whether institutional failures have contributed to the breach;
 - (g) any other mitigating or aggravating factors.
- 51.9 **Research Misconduct** means a Serious Breach of the Code which is also intentional or reckless or negligent.
- 51.10 **Corrective Action means:**
- (a) steps required to correct the research record (for example, issuing a corrigendum, retracting a publication or altering the authorship ascription);
 - (b) temporary suspension of a research project and/or suspension of project funds;
 - (c) responsible conduct of research education or training; and/or
 - (d) counselling or guidance.
- 51.11 **Disciplinary Action means:**
- (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/or
 - (g) termination of employment.
- 51.12 The University may take Corrective Action for Breaches of the Code in accordance with the process set out in the Macquarie Research Code.

Taking Disciplinary Action for Serious Breaches of the Code or Research Misconduct

- 51.13 The Deputy Vice Chancellor (Research) (DVCR) may take Disciplinary Action against a Staff Member for a Serious Breach of the Code or Research Misconduct provided that:
- (a) an investigation process has been conducted in accordance with the Macquarie Research Code. In cases of alleged Serious Breach of the Code, this may involve a single investigator or a panel investigation. In cases of alleged Research Misconduct, this will involve a panel investigation. The investigator, chair of the panel investigation or Director, Research Ethics and Integrity will meet with the Staff Member (and their Representative if they choose) to discuss how the investigation process will proceed;
 - (b) during that investigation process or panel investigation process, the Staff Member (and their Representative if they choose) have had a reasonable opportunity to:
 - (i) respond to the allegations;
 - (ii) make submissions and present evidence;
 - (iii) respond to any evidence; and
 - (iv) where a panel investigation process applies, appear before the investigation panel; and
 - (c) the investigator or panel has determined that the Staff Member has engaged in a Serious Breach of the Code or Research Misconduct.

Decision of the Deputy Vice Chancellor (Research) in relation to Disciplinary Action

- 51.14 Before taking Disciplinary Action for a Serious Breach of the Code or Research Misconduct, the DVCR will:
- (a) advise the Staff Member of the 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, any matters that they want the DVCR to take into account in making a decision about what disciplinary action is to be taken; and
 - (c) consider any matters brought to their attention by the Staff Member when deciding what, if any, Disciplinary Action should be taken.
- 51.15 In determining the type and seriousness of Disciplinary Action to be taken, the DVCR will consider the nature and seriousness of the conduct. Termination of employment and Demotion may only apply in cases of Research Misconduct or where there is a repeated incident of Serious Breach of the Code.
- 51.16 The DVCR may also take Corrective Action in cases of Serious Breach of the Code or Research Misconduct following an investigation process conducted in accordance with the process set out in the Macquarie Research Code.
- 51.17 The DVCR will advise the Staff Member of the decision about what Disciplinary Action and/or Corrective Action is to be taken and of the operative date.

Other Matters

- 51.18 This clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of a Staff Member or former Staff Member when required in the public interest.
- 51.19 The action of the Chief People Officer and the DVCR 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.

Suspension pending a panel investigation process

- 51.20 The Chief People Officer may refer an alleged Breach/Serious Breach of the Code or Research Misconduct 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 may suspend the Staff Member with or without pay during the period during which the proceedings are followed.
- 51.21 In circumstances where a Staff Member is suspended with pay, the Vice-Chancellor will issue directions regarding whether the suspension relates to:
- (a) all duties; or
 - (b) specified duties, including adjustments to the way specified duties may be carried out.
- 51.22 If a Staff Member is suspended without pay, then the Staff Member may access any available annual or long service leave entitlement or (with the permission of the University) undertake other paid employment.

Notice Periods

- 51.23 Where, in accordance with subclause 50.15, the DVCR decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 56, *Termination of Employment*.
- 51.24 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.
- 51.25 Any payments in lieu of notice will be based on the Staff Member's salary at the date of termination of employment.
- 51.26 In instances of termination of employment as a result of Research Misconduct involving suspension without pay, there will be no requirement for the notice of termination prescribed in this Agreement.

PART 11: MANAGING COMPLAINTS AND DISPUTES AT MACQUARIE

52. COMPLAINT PROCEDURES

Principles

- 52.1 The University's *Complaint Management Procedure for Staff (Complaint Management Procedure)* provides a framework for Staff to raise and resolve Complaints. This framework aims to encourage good practice in the management of Complaints and is based on the following principles:
- (a) Complaints should be resolved as close to the source as possible, having regard to the seriousness and nature of the Complaint;
 - (b) Complaints should be raised in a timely manner and the Complaint Management Procedure should provide for the timely escalation of Complaints, where appropriate;
 - (c) Complaints should be managed sensitively and, so far as is reasonably possible, confidentially;
 - (d) Staff involved in raising, responding to and managing a Complaint should work constructively towards reaching a resolution of the issues identified.

Representation and Support

- 52.2 A Staff Member involved in raising or responding to a Complaint may choose to be accompanied by a Representative at any meeting convened in accordance with the Complaint Management Procedure. The Representative may actively participate in the meeting but not answer for the Staff Member. The Staff Member and their Representative may withdraw to consult if required.

Timeframes

- 52.3 A Complaint must be lodged within 3 months of the Staff Member becoming aware of the circumstances of the Complaint. A Complaint lodged after this time will only be dealt with if the Chief People Officer believes that special circumstances warrant the matter being dealt with under the Complaint Management Procedure.
- 52.4 All parties involved in resolving a Complaint must endeavour, so far as practical, to complete the processes set out in the Complaint Management Procedure within 3 months after lodgement. However, it is recognised that some Complaints may take longer than 3 months to resolve or may not be capable of being resolved by processes internal to the University.

External Avenues

- 52.5 If a Complaint is not resolved at the final stage of the Complaint Management Procedure, the procedure will conclude. Any party to a Complaint may then refer the Complaint to an external authority with jurisdiction to deal with the matter.
- 52.6 If at any point in the Complaint Management Procedure a party to the Complaint chooses to refer the Complaint (or part of the Complaint) to an external authority, it will be at the discretion of the University whether to continue with the processes set out under the Complaint Management Procedure.

Anonymous Complaints

- 52.2 If an anonymous Complaint is received, it will only be dealt with under the Complaint Management Procedure at the discretion of the University

Circumstances in which the University may decline to deal with a complaint

- 52.3 The University may decline to deal with any Complaint at any point if the University considers:
- (a) the Complaint to be trivial, frivolous or vexatious; and/or
 - (b) the Complaint to be outside the relationship between the University and the Complainant; and/or
 - (c) the behaviour of the Complainant to be that of a querulant or is obstructive, abusive or threatening in relation to the Complaint.

Excluded Complaints

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

- (a) the interpretation or implementation of this Agreement (matters of this type will be dealt with in accordance with clause 53, *Dispute Settling Procedures*);
- (b) Health and safety matters (concerns about health and safety matters should be directed firstly to a Supervisor and/or raised through the University's Safety Management System);
- (c) conduct of another Staff Member which could constitute misconduct, serious misconduct or unsatisfactory performance (which should be dealt with under the provisions of this Agreement concerning misconduct, serious misconduct or unsatisfactory performance);
- (d) steps taken or being taken against a Staff Member (i.e., the potential Complainant) under the provisions of this 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.

53 DISPUTE SETTLING PROCEDURES

- 53.1 It is agreed that the University, the Union and all Staff have an interest in the proper application of this Agreement, and in minimising and settling any disputes in a timely manner.
- 53.2 In the event of a dispute relating to this Agreement, the National Employment Standards or matters relating to a written policy of the University regarding employment, the Staff Member or the NTEU will raise the dispute with the University and attempt to resolve the matter in accordance with this clause. However, no University policy or part of a University policy will constitute a term of this Agreement.
- 53.3 Where a dispute involves a Staff Member, the Staff Member will discuss the matter with their relevant Supervisor or where appropriate, a Staff Member who is more senior than the Staff Member's Supervisor and attempt to resolve the dispute within the workplace. A Staff Member may choose, at any stage, to be represented by their Union, or an organisation, association or person of their choice in relation to the dispute.
- 53.4 Where a dispute is not resolved under subclause 53.3, at the written request of a party to the dispute, a Disputes Committee will be convened within 5 working days of receipt of the request, unless agreed otherwise. The Disputes Committee will consist of equal numbers of nominees of the parties to the dispute (e.g. 2 University and 2 NTEU nominees; or the Staff Member and their representative and 2 University nominees; or the Staff Member's representative and 1 University nominee etc).
- 53.5 The Disputes Committee will meet and attempt to resolve the dispute within 5 working days of the Disputes Committee being convened. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by a party to the dispute.
- 53.6 If a dispute under this provision is unable to be resolved at the workplace, the parties to the dispute may agree to refer the dispute for mediation to a person or body other than the Fair Work Commission (FWC).
- 53.7 Where the matter in dispute remains unresolved, and the steps in subclauses 53.2 – 53.6, where appropriate, have been taken, a party to the dispute may refer the dispute to the FWC for conciliation (FWC Conciliation). If the matter cannot be resolved through conciliation, either party to the dispute may elect to have the FWC arbitrate the matter (FWC Arbitration).
- 53.8 If an application for arbitration is made, the FWC may exercise any of its powers under the Fair Work Act. A direction or decision of the FWC will be implemented by the parties, subject to either party exercising a right of appeal against the decision of the FWC to the Full Bench of the FWC
- 53.9 Until the steps in subclauses 53.2 – 53.5 have been concluded:
 - (a) work will continue in the normal manner;
 - (b) no industrial action will be taken by a party to the dispute in respect of the matter that is the subject of the dispute; and
 - (c) the University will not change work, staffing or the organisation of work if such is the subject of the dispute, nor take any other action likely to exacerbate the dispute.
- 53.10 Decisions in accordance with this Agreement to terminate employment will not be subject to further review or dispute.

PART 12: ENGAGEMENT AT MACQUARIE

54 ACADEMIC STAFF IMPLEMENTATION COMMITTEE

- 54.1 The University and the NTEU will establish an Academic Staff Implementation Committee (ASIC) for the purpose of:
- (a) discussion and facilitation of matters related to the implementation of this Agreement; and
 - (b) discussion and consultation on employment related matters, including:
 - (i) the development, establishment, variation or revocation of any employment related policy, procedure, guideline or code of the University whether or not referred to in this Agreement;
 - (ii) work implications of new academic initiatives;
 - (iii) ongoing review of the implementation of job families;
 - (iv) Work Health and Safety.
- 54.2 The Committee Members will:
- (a) participate in meetings, providing information on matters under consideration;
 - (b) gather feedback from their respective constituents to inform discussions and actively consider the views and submissions of each Committee Member;
 - (c) provide leadership in the implementation of this Agreement with a particular focus on new commitments and initiatives;
 - (d) identify and monitor potential risks and advise on the prevention, mitigation and management of possible breaches and/or disputes;
 - (e) discuss barriers and enablers to good practice of the implementation of this Agreement.
- 54.3 Membership of the ASIC will comprise:
- (a) up to five University Committee Members including, where appropriate, a senior academic leader of the University;
 - (b) up to five Union Committee Members, nominated by the NTEU.
- 54.4 The chairing of ASIC meetings will alternate annually between a Union Committee Member and a University Committee Member. A Union Committee Member will take the chair for the first year of this Agreement.
- 54.5 With the permission of the Chair, a Committee Member may invite a guest/s to participate in a meeting of the ASIC. Those who attend by invitation may be University staff members or Union officers.
- 54.6 ASIC will strive to adopt the interest-based approach in its deliberations.
- 54.7 Meetings of the ASIC will be convened 8 times per year unless otherwise agreed between the University and the NTEU. Members of the ASIC may agree to additional meetings as necessary. Members will be allowed reasonable paid time during working hours to prepare for meetings and will be released from ordinary duties to attend ASIC meetings. The University will provide an appropriate level of resources and administrative support for the Committee and its initiatives.
- 54.8 The agenda of each meeting will alternate between the implementation and broader consultation purposes as described in subclauses 54.1(a) and 54.1(b). Where appropriate, time may be allocated to the discussion of employment matters common to professional and academic staff.
- 54.9 During the life of this Agreement, the ASIC will explore mechanisms to allow staff to voice concerns and provide feedback on wider emerging issues.
- 54.10 Before the University offers fixed term employment contingent upon the prospective employee being enrolled as a student under subclause 10.12(b), the University will consult the ASIC about the arrangements to apply.

55 UNION REPRESENTATION

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

Union meetings

- 55.2 Unions may hold meetings on the premises of the University. Unless otherwise agreed with the University, union meetings will be held during meal or other work breaks and may only be held during working. Adequate notice will be given to the University of the intention to hold a Union meeting.

Resources

- 55.3 Subject to the negotiation of a licence agreement, the University will provide accessible, secure on-campus office space, with reasonable facilities, for Union representatives and officials. The University will also provide access to one notice board in each University building for materials authorised by the Union. No union representative will be required to provide a right of entry notice to access these notice boards.

Time Release

- 55.4 A Staff Member who has been appointed as a Union representative will be allowed reasonable time to carry out responsibilities incurred as a result of the implementation of this Agreement. Staff will suffer no reduction in salary or conditions as a consequence of this time release.
- 55.5 In the interest of promoting active participation in the implementation of this Agreement and the processes of the Academic Staff Implementation Committee, the University agrees to provide 20% time release to the Branch President of the NTEU Branch or nominated delegate, on the condition that the President not access time release under any other industrial instrument.
- 55.6 The Union Branch President who has been granted time release will be considered on duty for that time and will not be disadvantaged as a result.
- 55.7 A Union representative will be considered to be on duty if they are required to attend an industrial tribunal as a participant or witness where the University is a party to the proceedings.

Leave to Attend Trade Union Courses

- 55.8 The University will grant the NTEU up to thirty (30) days of paid leave per year for Staff nominated by the NTEU Branch President to attend trade union training courses and conferences. Leave will be granted on the basis that a nominated Staff Member will not take more than 2 consecutive days within a limit of 5 days per calendar year, which will not be unreasonably refused. Such leave will count as service for all purposes and will be provided on the basis that the nominated Staff Members do not access leave under any other industrial instrument.
- 55.9 The University will grant up to two days per year for Staff Members nominated by the NTEU to attend group-based training conducted by the NTEU. Where possible, this training will be held during non-teaching periods. Additional time to attend group-based training will be by agreement with the University, which will not be unreasonably refused.
- 55.10 Staff Members will provide reasonable notice to their Supervisor of their intention to access leave under subclauses 55.8 or 55.9.

Secondment to Unions

- 55.11 The University may agree to the secondment of a Staff Member to the Staff Member's Union for up to 6 months in the first instance, and if agreed, for a further period of up to 12 months. The Union is required to meet all costs of the secondment, including salary, superannuation and salary on costs.
- 55.12 Service whilst on secondment to a union will count as continuing service for leave and incremental purposes.

Payroll Deduction of Union Dues

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

PART 13: LEAVING MACQUARIE**56 TERMINATION OF EMPLOYMENT**

- 56.1 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

- 56.2 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 50) or *Research Misconduct* (see clause 51)
- 56.3 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

- 56.4 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.
- 56.5 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 any monies due in respect of entitlements under the National Employment Standards, any monies owing by the Staff Member to the University.

57 ABANDONMENT OF EMPLOYMENT

- 57.1 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 Chief People Officer 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.
- 57.2 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. On termination, the University will provide notice in accordance with clause 56, *Termination of Employment*. The Staff Member will be paid leave owed at the date of termination.
- 57.3 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 50, *Misconduct and Serious Misconduct*.

58 TERMINATION ON THE GROUNDS OF INCAPACITY

- 58.1 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.
- 58.2 The requirement for an independent medical assessment under this clause may be waived where:
- (a) The Staff Member has not performed their substantive duties for a period of 24 months or more due to ill health; and
 - (b) The University, the Staff Member and/or their medical practitioners agree that the Staff Member will not be able to resume their substantive duties within a period of 12 months.
- In this case, the Staff Member's employment may be terminated by the University in accordance with subclause 58.8 without the requirement for an independent medical assessment.
- 58.3 The medical practitioner will be required to make an assessment as to whether the Staff Member is able to perform their duties and will be able to resume them within 12 months (or in the case of a fixed term

employee within 12 months or the balance of their contract, whichever is the lesser). In doing so the medical practitioner will, as far as possible, apply the definitions, if any, of 'total and permanent disability' or 'total and temporary disability' (as appropriate) contained in the Trust Deed or like instrument of the Staff Member's superannuation scheme. A statement setting out the inherent duties performed by the Staff Member will be provided to the medical practitioner to assist in the assessment.

- 58.4 Copies of the medical report will be provided to the Staff Member and University
- 58.5 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).
- 58.6 If the medical report finds that the Staff Member will be unable to perform the inherent requirements of their substantive position within a 12-month period, the University will proceed to terminate the Staff Member's employment with payment in lieu of notice in accordance with the table below:

Type and Length of Employment	Payment in lieu of notice
Continuing Staff Member or Fixed term Staff Member with more than one year's service	6 months
Fixed term Staff Member with a fixed term appointment of one year or less	6 months or the remainder of the term of the appointment, whichever is less

- 58.7 The University will support an application to the Staff Member's superannuation fund for ill health retirement or temporary disability benefit under the rules of the superannuation fund. If a medical report has been obtained prior to the Staff Member making this decision, it may be used as evidence in this process.
- 58.8 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 in accordance with the table below:

Type and Length of Employment	Payment in lieu of notice
Continuing Staff Member or Fixed term Staff Member with more than one year's service	6 months
Fixed term Staff Member with a fixed term appointment of one year or less	2 months or the remainder of the term of the appointment, whichever is less

- 58.9 If, within 14 days of the medical report being made available, the Staff Member (or, if they so choose, their Representative) so requests, the University will take no further action until the findings of the report are confirmed by a review panel. The review panel will consist of two medical practitioners, one appointed by the University and one by the Staff Member. The practitioners will not have been involved in preparing the original report or the Staff Member's course of treatment.
- 58.10 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.
- 58.11 These provisions do not displace or override any existing or future applicable workers' compensation schemes, legislation or relevant industrial instruments.

59 RESIGNATION

- 59.1 A continuing or fixed term Staff Member may resign from their employment with the University by providing a reasonable period of notice in writing.

SCHEDULE 1: FULL TIME ACADEMIC SALARIES

FFPPOA in Schedules 1 – 4 below denotes “First Full Pay Period on or after”

Effective from	2% increase from 28 July 2022	5% increase from FFPPOA Staff Approval Date	3.5% increase FFPPOA 1 July 2024	3% increase from FFPPOA 1 July 2025	3% increase FFPPOA 15 June 2026
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Level A

Step 1	\$77,697	\$81,581	\$84,437	\$86,970	\$89,579
Step 2	\$82,007	\$86,107	\$89,121	\$91,795	\$94,549
Step 3	\$86,308	\$90,623	\$93,795	\$96,608	\$99,507
Step 4	\$90,622	\$95,153	\$98,483	\$101,438	\$104,481
Step 5	\$94,123	\$98,829	\$102,288	\$105,357	\$108,517
Step 6	\$97,621	\$102,501	\$106,089	\$109,272	\$112,550
Step 7	\$101,125	\$106,181	\$109,897	\$113,194	\$116,590
Step 8	\$104,622	\$109,852	\$113,697	\$117,108	\$120,621

Level B

Step 1	\$110,274	\$115,787	\$119,840	\$123,435	\$127,138
Step 2	\$114,318	\$120,034	\$124,235	\$127,962	\$131,801
Step 3	\$118,353	\$124,271	\$128,620	\$132,479	\$136,453
Step 4	\$122,394	\$128,514	\$133,012	\$137,002	\$141,112
Step 5	\$126,434	\$132,755	\$137,401	\$141,523	\$145,769
Step 6	\$130,472	\$136,995	\$141,790	\$146,044	\$150,425

Level C

Step 1	\$134,645	\$141,376	\$146,324	\$150,714	\$155,236
Step 2	\$138,684	\$145,617	\$150,714	\$155,235	\$159,893
Step 3	\$142,722	\$149,858	\$155,103	\$159,756	\$164,549
Step 4	\$146,760	\$154,098	\$159,491	\$164,276	\$169,204
Step 5	\$150,798	\$158,338	\$163,880	\$168,796	\$173,860
Step 6	\$154,843	\$162,584	\$168,275	\$173,323	\$178,523

Level D

Step 1	\$161,704	\$169,789	\$175,731	\$181,003	\$186,433
Step 2	\$167,085	\$175,438	\$181,579	\$187,026	\$192,367
Step 3	\$172,475	\$181,099	\$187,437	\$193,060	\$198,852
Step 4	\$177,866	\$186,759	\$193,296	\$199,094	\$205,067

Level E

Step 1	\$198,243	\$208,154	\$215,440	\$221,903	\$228,560
Step 2	\$207,614	\$217,995	\$225,625	\$232,393	\$239,365

SCHEDULE 2: CASUAL ACADEMIC RATES OF PAY

Effective from	2% increase from 28 July 2022	5% increase from FFPPOA Staff Approval Date	3.5% increase from FFPPOA 1 July 2024	3% increase from FFPPOA 1 July 2025	3% increase from FFPPOA 15 June 2026
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OTHER ACADEMIC ACTIVITY

Normal (Level A Step 2)	\$52.56	\$55.19	\$57.12	\$58.83	\$60.60
Normal - PhD/UC (Level A Step 6)	\$62.58	\$65.71	\$68.01	\$70.05	\$72.15

NON-CONTEMPORORANEOUS ASSESSMENT

Routine (Level A Step 2)	\$52.56	\$55.19	\$57.12	\$58.83	\$60.60
Routine - PhD/UC (Level A Step 6)	\$62.58	\$65.71	\$68.01	\$70.05	\$72.15
High level Assessment (Level B Step 2)	\$73.28	\$76.94	\$79.63	\$82.02	\$84.48

TUTORIALS (PER TUTORIAL)

Normal (Level A Step 2 x 3 hours)	\$157.70	\$165.59	\$171.38	\$176.52	\$181.82
Normal - PhD/UC (Level A Step 6 x 3 hours)	\$187.74	\$197.13	\$204.03	\$210.15	\$216.45
Repeat, normal (Level A Step 2 x 2 hours)	\$105.13	\$110.39	\$114.25	\$117.68	\$121.21
Repeat - PhD/UC (Level A Step 6 x 2 hours)	\$125.15	\$131.41	\$136.01	\$140.09	\$144.29

LECTURES (PER LECTURE)

Basic Lecture (Level B Step 2 x 3 hours)	\$219.85	\$230.84	\$238.92	\$246.09	\$253.47
Repeat Lecture (Level B Step 2 x 2 hours)	\$146.55	\$153.88	\$159.27	\$164.05	\$168.97
Developed Lecture (Level B Step 2 x 4 hours)	\$293.14	\$307.79	\$318.57	\$328.12	\$337.97
Specialised Lecture (Level B Step 2 x 5 hours)	\$366.41	\$384.74	\$398.20	\$410.15	\$422.45

Casual Academic Rates of Pay

- S2.1 All casual rates are inclusive of a 25% casual loading.
- S2.2 All casual rates are calculated using the relevant full time academic rate as specified with the addition of a casual loading/(37.5 x 52).
- S2.3 PhD/UC rate is applied when a Staff Member has a PhD qualification and/or is responsible for unit co-ordination.
- S2.4 Approval by the Executive Dean is required for marking that requires significant exercise of academic judgment, or appointment at the two highest lecturing rates (Developed and Specialised).

SCHEDULE 3: CASUAL ACADEMIC ACTIVITY DESCRIPTORS

The categories of casual academic activity at Macquarie University are:

- lecturing
- tutoring
- other academic activity
- non-contemporaneous assessment

A description of each category of casual academic activity and the circumstances under which each of the rates within the category should be applied is provided below.

CASUAL LECTURING

A casual Staff Member employed to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) will be paid for each hour of lecture delivered according to the rates in the table below. The hourly rates for lecturing includes the following directly associated non-contact duties:

- preparation
- contemporaneous assessment (which takes place during a lecture)
- student consultation immediately prior and following the lecture
- administration associated with the lecture

‘Lecture’ means any educational delivery described as a lecture in a course or subject outline, or in an official timetable issued by the University, that is a primary form of education delivery where information on the subject topic is delivered to the students for the first time.

ACTIVITY	DESCRIPTION
Basic lecture	one hour of delivery and two hours of associated non-contact duties.
Repeat lecture	one hour of delivery and one hour of associated non-contact duties. The hourly rate for a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven days.
Developed lecture *	one hour of delivery and three hours of associated non-contact duties.
Specialised lecture *	one hour of delivery and four hours of associated non-contact duties

*Appointment these rates require approval by the Executive Dean or their delegate.

CASUAL TUTORING

A casual Staff Member employed to provide a tutorial (or equivalent delivery through other than face-to-face teaching mode) will be paid for each hour of tutorial delivered according to the rates in the table below. The hourly rates for tutoring the following directly associated non-contact duties:

- preparation
- contemporaneous assessment (which takes place during a tutorial)
- student consultation immediately prior and following the tutorial
- administration associated with the tutorial

‘Tutorial’ means any educational delivery described as a tutorial, session, design studio or seminar in a course or subject outline, or in an official timetable issued by the University, that is a supplementary form of education delivery which is a facilitated discussion where matters already covered elsewhere in a program are discussed, clarified or elaborated.

ACTIVITY	DESCRIPTION
Normal tutorial	one hour of delivery and two hours of associated non-contact duties.
Normal tutorial (performs unit co-ordination and/or possesses PhD qualification)	one hour of delivery and two hours of associated non-contact duties where the Staff Member holds a relevant doctoral qualification and/or where full unit co-ordination duties are included as part of normal duties.
Repeat tutorial	one hour of delivery and one hour of associated non-contact duties. The hourly rate for a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven days.
Repeat tutorial (performs unit co-ordination and/or possesses PhD qualification)	one hour of delivery and one hour of associated non-contact duties where the Staff Member holds a relevant doctoral qualification and/or where full unit co-ordination duties are included as part of normal duties. The hourly rate for a repeat tutorial applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven days.

OTHER ACADEMIC ACTIVITY

ACTIVITY	DESCRIPTION
Other academic activity	Includes all other work that is required to be performed, being work in the nature of, but not limited to: - the conduct of practical classes, demonstrations, workshops, student field excursions; - the conduct of clinical sessions other than clinical nurse education; - consultation with students, including being available online for student enquiries; - supervision; - attendance at lecturers or other teaching activities of other staff as required; - attendance at departmental and/or Faculty meetings and meetings and briefings with staff as required. This list is not intended to be exhaustive, but is provided by way of examples and guidance.
Other academic activity (possesses PhD qualification) and/or unit co-ordination	As for 'other academic activities' where the Staff Member holds a relevant doctoral qualification.

NON-CONTEMPORANEOUS ASSESSMENT

All assessment, other than contemporaneous assessment included in the hourly rates for lecturing and tutoring will be paid according to the rates in the table below.

ACTIVITY	DESCRIPTION
Routine assessment	
Routine assessment (performs unit co-ordination and/or possesses PhD qualification)	Standard assessment, where the Staff Member holds a relevant doctoral qualification and/or where full unit co-ordination duties are required as part of normal duties.
Higher level assessment	Assessment as a supervising examiner or assessment requiring a significant exercise of academic judgement appropriate to an academic at Level B status.

SCHEDULE 4: ALLOWANCES**Higher Duties Allowance**

- S4.1 Where the University requires a Staff Member to perform some or all of the duties of a higher level position for a minimum period of five consecutive working days (or in the case of a part-time Staff Member, for a minimum period of the Staff Member's normal working week), the Staff Member will be paid the equivalent of the minimum salary for the level of the higher level position.
- S4.2 Where the Staff Member is not undertaking all the duties of the position then a proportion of minimum salary for the level of the higher level position may be paid for the proportion of work performed. The Staff Member will be advised of the extent of the duties to be performed and the amount to be paid. The duties and allowance may be increased or decreased during the relieving period following consultation with the Staff Member.
- S4.3 Payment of a Higher Duties Allowance will not normally exceed a period of 12 months. If the allowance is to continue to be paid beyond the 12 month period the Supervisor must advise the Chief People Officer of the reasons and seek approval for continuation of the allowance. The Chief People Officer may approve the continuation of the allowance for a further period of up to 12 months and/or make a recommendation regarding the cessation of the allowance and associated duties.
- S4.4 A Higher Duties Allowance is not payable where the Staff Member is the designated relieving officer or is recognised in the relevant role as the deputy of a more senior Staff Member.
- S4.5 Where a Staff Member is paid a Higher Duties Allowance for a period greater than 12 months they will be eligible for incremental progression to the next step of the higher level position and the allowance will become superannuable.
- S4.6 A Staff Member who receives a Higher Duties Allowance for a period in excess of 20 working days will receive the allowance for paid leave taken during the period of higher duties.
- S4.7 Opportunities to act in higher positions should be seen as professional development for Staff Members and be offered to eligible Staff Members on an equitable basis.

Full unit Co-ordination Allowance

- S4.8 A Staff Member who is required to carry out full unit co-ordination as part of their normal duties will be paid salary no less than Step 6 of the Level A salary rates. If a Level A Academic is undertaking the most complex level of unit co-ordination they will be paid by Allowance to Level B. The step paid will reflect the period of time the Staff Member is required to undertake the most complex level of unit co-ordination.

First Aid Allowance

- S4.9 Staff Members appointed by the University as First Aid Officers or Occupational First Aid Officers will be eligible to receive a First Aid Allowance. Appointees must have current St John Ambulance First Aid certificate or equivalent qualification and are responsible for first aid facilities, injury records, administering first aid to Staff and/or students.
- S4.10 Appointments are made on an as needs basis at the discretion of the University.'

Effective from	2% increase from 28 July 2022	5% increase from FFPPOA Staff Approval Date	3.5% increase from FFPPOA 1 July 2024	3% increase from FFPPOA 1 July 2025	3% increase from FFPPOA 15 June 2026
First Aid Officer	\$1,023.07	\$1,074.22	\$1,111.82	\$1,145.18	\$1,179.53
Occupational First Aid Officer	\$1,434.48	\$1,506.20	\$1,558.92	\$1,605.69	\$1,653.86

Head of Department Allowance

- S4.11 A Head of Department will receive an allowance commensurate with the size of the Department to which they are appointed. The Chief People Officer has the discretion to increase the provisions relating to this allowance.
- S4.12 Staff who qualify for two allowances will receive the higher of the two. These allowances are superannuable and included for leave and other purposes.

Department Size	Indicator	Allowance
Small Department	Total full-time equivalent Staff Members less than 12 (excluding casual Academic Staff Members)	\$8,000
Medium Department	Total full-time equivalent Staff Members between 12 and 50 (excluding casual Academic Staff Members)	\$15,000
Large Department	Total full-time equivalent Staff Members greater than 50 (excluding casual Academic Staff Members)	\$20,000

Work-related Travel Allowance

- S4.13 The following provisions apply when travelling on approved University business.
- S4.14 Normal entitlement is economy class air travel or first class rail travel (plus sleeping berth if overnight travel).
- S5.15 Travel and travel programs are to be approved in advance by the Executive Dean. An entitlement to payment or reimbursement for expenses will be in accordance with the following:
- (a) Payment of a per diem amount, as provided in the University's Per Diem policy; or
 - (b) Reimbursement of actual costs up to travel allowance amount (documentation required); or
 - (c) University credit card; or
 - (d) Camping allowance, based on the Australian Taxation Office ruling.
- S4.16 Allowance can be requested in advance (with acquittal within one month of return).

Motor Vehicle Kilometre Allowance – All Staff

- S4.17 Rates payable/claimable will be consistent with allowances approved by the Australian Taxation Office and will be amended annually in accordance with Australian Taxation Office rulings as appropriate.
- S4.18 This allowance may be claimed when using own vehicle for University business. It is not payable if receiving Annual Vehicle Allowance.

SCHEDULE 5: MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALS)

S5.1 Introduction

This Schedule sets out the minimum standards for academic levels A to E. The levels are differentiated by:

- a) level of complexity;
- b) degree of autonomy;
- c) leadership requirements of the position; and
- d) level of achievement of the academic.

Individual responsibilities of an Academic Staff may vary according to the specific requirements of the University to meet its objectives, different discipline requirements, different expectations of a particular job family and/or Staff development needs.

Academics appointed to a particular level may be assigned and expected to undertake responsibilities and functions of any level up to and including the level and job family 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.

S5.2 Teaching and Research Academic Staff

Level A

A Level A teaching and research academic will work with the support and guidance from more senior Academic Staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A teaching and research academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A teaching and research 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 their profession or discipline, and undertake administration primarily relating to their activities at the University. The contribution to teaching of Level A teaching and research academics will be primarily at undergraduate and graduate diploma level.

Level B

A Level B teaching and research academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B teaching and research academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other Staff, as appropriate to the discipline.

A Level B teaching and research 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 their profession or discipline. They will normally undertake administration primarily relating to their activities at the University and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the University.

Level C

A Level C teaching and research academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline.

A Level C teaching and research 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. They will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the University.

Level D

A Level D teaching and research academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D teaching and research 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 their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

A Level E teaching and research academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the University and within the community, professional, commercial or industrial sectors.

A Level E teaching and research academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E teaching and research academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the University.

S5.3 Research Academic Staff (inclusive of creative disciplines)

Level A

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of Academic Staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the University.

Level B

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

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

Level C

A Level C research academic will make independent and original contributions to research, which have a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. A strong record of published work will normally demonstrate this standing or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

Level D

A Level D research academic will make major original and innovative contributions to their field of study or research, which are recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within the University, discipline and/or profession in fostering the research activities of others and in research training.

Level E

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within the University, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

S5.4 Teaching and Leadership Academic

Level A

A Level A teaching and leadership academic will work with the support and guidance from more senior Academic Staff and is expected to develop their expertise in teaching with an increasing degree of autonomy. A Level A teaching and leadership academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A teaching and leadership academic will contribute to teaching at the University, at a level appropriate to the skills and experience of the Staff Member, or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the University. The contribution to teaching of Level A teaching and leadership academics will be primarily at undergraduate and graduate diploma level.

They may be required to participate in accreditation processes and support assurance of learning under the guidance of more senior Academic Staff.

Level B

A Level B teaching and leadership academic will undertake independent teaching in their discipline or related area. In teaching a Level B teaching and leadership academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other Staff, as appropriate to the discipline.

A Level B teaching and leadership academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in independent scholarship and/or and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the University and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the University.

They will normally be required to participate in accreditation processes and support assurance of learning.

Level C

A Level C teaching and leadership academic will make a significant contribution to learning and teaching in the discipline. In teaching and they will innovate, which expand knowledge of practice in their discipline.

A Level C teaching and leadership academic will normally make a significant contribution to teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in scholarly and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the University.

They will have responsibility for coordinating accreditation processes and overseeing assurance of learning.

Level D

A Level D teaching and leadership academic will normally make an outstanding contribution to the teaching and teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D teaching and leadership academic will make an outstanding contribution to the governance and collegial life inside and outside of the University. They will make original and innovative contributions to the advancement of teaching in learning and teaching in their discipline.

They may have responsibility for leading accreditation processes and demonstrating leadership in assurance of learning.

Level E

A Level E teaching and leadership academic will provide leadership and foster excellence in teaching and policy development in the academic discipline within and external to the University.

A Level E teaching and leadership academic will have attained recognition as an eminent authority in their discipline, may have achieved distinction at the national level or international level. A Level E teaching and leadership academic will make original, innovative and distinguished contributions to teaching in their discipline. They will make a commensurate contribution to the work of the University.

A Level E will have responsibility for leading accreditation processes and demonstrating leadership and excellence in assurance of learning.

S5.5 Technical/Industry/Commercial Academic

Level A

A Level A technical/industry/commercial academic will typically conduct teaching and/or research activities and technical or commercial activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A technical/industry/commercial academic will normally work under the supervision of Academic Staff at Level B or above, with an increasing degree of autonomy as the academic gains skills and experience.

A Level A technical/industry/commercial academic may undertake limited teaching, may supervise at undergraduate levels and/or may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the University and establish links with industry, government or one's profession or discipline outside of the academy.

Level B

A Level B technical/industry/commercial academic will normally have experience in research activities which have resulted in publications in, refereed journals or other demonstrated scholarly activities and/or undertake independent teaching in their discipline or related area and make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other Staff, as appropriate to the discipline. In addition, they will have experience undertaking technical or commercial activities.

A Level B technical/industry/commercial academic may 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.

They will engage with established links with industry, government or one's profession or discipline outside of the academy to facilitate knowledge exchange, research translation or student engagement in practice.

Level C

A Level C technical/industry/commercial academic will make independent and original contributions to research which have a significant impact on their field of expertise and/or in teaching will make original contributions, which expand knowledge or practice in their discipline. In addition, they will independently undertake technical or commercial activities.

The work of the technical/industry/commercial academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. Where research is applicable, a strong record of published work will normally demonstrate this standing or other demonstrated scholarly activities.

A Level C technical/industry/commercial academic will provide leadership in research and/or teaching, including research training and supervision or coordination of a large award program or a number of smaller award programs of the University.

They will manage sustained relationships with industry, government or one's profession or discipline outside of the academy which lead to outcomes such as participation in government or industry consulting or policy development, research development and establishing student links with relevant industrial, commercial or professional sectors.

Level D

A Level D technical/industry/commercial academic will make major original and innovative contributions to their field in teaching and/or research and play a leading role in technical and/or commercial activities.

They will undertake research which is recognised as outstanding nationally or internationally or make an outstanding contribution to teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

Where research is applicable, a Level D technical/industry/commercial academic will play an outstanding role within the University, discipline and/or profession in fostering the research activities of others and in research training.

They will demonstrate leadership in managing sustained and valuable industry or government engagement or engagement with one's own discipline or profession outside the academy, that contributes to research outcomes, student placements and the reputation of the University.

Level E

A Level E technical/industry/commercial academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research and/or teaching and in their technical or commercial activities.

A level E academic will demonstrate sustained and distinguished research performance and/or provide leadership and foster excellence in teaching and policy development in the academic discipline within the University and within the community, professional, commercial or industrial sectors.

They will be nationally recognised for sustained and durable partner engagement, may provide mentorship to the academy on engagement strategies with industry government and community and provide exceptional leadership within one's own discipline or profession.

SCHEDULE 6: LISTS OF ACADEMIC ACTIVITIES

S6.1 Teaching and related activities may include but are not limited to:

- (a) development of teaching activities and resources;
- (b) preparation of teaching activities and resources;
- (c) delivery of teaching activities and resources;
- (d) assessment of teaching, including student outcomes, delivery, organisation;
- (e) marking assessment tasks and examinations and providing feedback on assessment tasks to students;
- (f) quality assurance and enhancement of teaching and/or curriculum, including maintenance of internal and external accreditation of existing units and courses;
- (g) collaborating and participating in activities with colleagues to encourage and embed best practice in learning and teaching;
- (h) student consultation, either face-to-face or via email (or other online platform);
- (i) higher degree research supervision;
- (j) fulfilling requirements of the unit convenor and/or course director roles;
- (k) teaching development, including attending teaching workshops and courses and applying for teaching grants;
- (l) placement coordination and student preparation and support for Participation and Community Engagement (PACE) units.

S6.2 Teaching Leadership and related activities may include but are not limited to:

- (a) course management, development and innovation, including proposing new units and courses for internal approval and external accreditation or more general purposes;
- (b) leadership in assurance of learning, including co-ordination of unit convenors and teaching staff to ensure courses are harmonised, appropriately designed, delivered and assessed;
- (c) significant coordination of unit teaching in order to facilitate course-based teaching;
- (d) leadership or significant contribution to subject or field accreditation processes;
- (e) enrichment and progression of student experience;
- (f) developing and sustaining links between students and industry to enhance learning experiences and employability of students;
- (g) providing professional development in teaching for colleagues within the Department, Faculty or across the University;
- (h) supporting, mentoring and developing the teaching capabilities of colleagues, including through facilitating and participating in development activities, peer observation and review of teaching and/or curriculum development;
- (i) membership or chairship of learning and teaching committee/s.

S6.3 Discovery and Research related activities may include but are not limited to:

- (a) drafting and development of research outputs including publications or creative works;
- (b) applying for external, competitive grant funding;

- (c) research supervision, including higher degree research supervision, supervision of research assistants and mentoring early career researchers;
- (d) coordinating and conducting research projects and programs;
- (e) developing and maintaining research networks and collaborative research partnerships;
- (f) participation and/or coordination of national or international conferences that lead to distinct research outputs;
- (g) scholarship to inform research and maintain currency in the discipline;
- (h) undertaking a higher research degree;
- (i) undertaking research training such as attending workshops on research ethics protocols or laboratory safety;
- (j) research-related leadership, service and administration, including membership or chairship of relevant committees

S6.4 Service, Citizenship and Leadership related activities may include but are not limited to:

- (a) attending University functions and events (e.g. graduation ceremonies, open days);
- (b) membership of and participation in relevant committees and working parties, including committees named in this Agreement;
- (c) facilitating and participating in staff development and mentoring activities;
- (d) engagement in University meetings, committees and administrative processes;
- (e) academic advising;
- (f) leadership and management of a University department or centre;
- (g) engagement and advocacy with industry and community partners on behalf of the University;
- (h) engagement with discipline- or profession-based organisations that contributes to the University's community engagement and does not constitute outside employment;
- (i) membership or leadership of editorial boards for scholarly journals, professional associations and organising committees for conferences and forums relevant to the Staff Member's research or professional role;
- (j) reviewing scholarly articles, books and papers for publication and/or conference presentation as appropriate.

NB: Teaching related activities are those carried out in relation to award, non-award, OUA and educational initiatives and applies in various contexts including classroom, online, laboratory, clinical and field settings.

S6.5 As per subclause 19.24 of this Agreement, maximum workloads allocations are to be set within the nominal limit of 1575 working hours per year. For ease of reference, teaching allocations will be calculated by applying the percentage teaching allocation to 1575 working hours as table below:

Teaching allocation as a percentage of total workload	Allocation for teaching and related duties
20%	315 hours
30%	472.5 hours

40%	630 hours
50%	787.5 hours
60%	945 hours
70%	1102.5 hours
80%	1260 hours

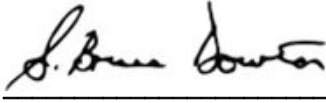
SCHEDULE 7: EXTRACT FROM THE GUIDE TO MANAGING AND INVESTIGATING POTENTIAL BREACHES OF THE AUSTRALIAN CODE FOR THE RESPONSIBLE CONDUCT OF RESEARCH, 2018

- S71. Examples of breaches of the Macquarie Research Code include, but are not limited to, the following:
- (a) Not meeting required research standards
 - (i) conducting research without ethics approval as required by the National Statement on Ethical Conduct in Human Research and the Australian Code for the Care and Use of Animals for Scientific Purposes;
 - (ii) failing to conduct research as approved by an appropriate ethics review body;
 - (iii) conducting research without the requisite approvals, permits or licences;
 - (iv) misuse of research funds;
 - (v) concealment or falsification of breaches (or potential breaches) of the Macquarie Research Code by others.
 - (b) Fabrication, falsification, misrepresentation
 - (i) fabrication of research data or source material;
 - (ii) falsification of research data or source material;
 - (iii) misrepresentation of research data or source material;
 - (iv) falsification and/or misrepresentation to obtain funding.
 - (c) Plagiarism
 - (i) plagiarism of someone else's work, including theories, concepts, research data and source material;
 - (ii) duplicate publication (also known as redundant or multiple publication, or self-plagiarism) without acknowledgement of the source.
 - (d) Research data management
 - (i) failure to appropriately maintain research records;
 - (ii) inappropriate destruction of research records, research data and/or source material;
 - (iii) inappropriate disclosure or, or access to, research records, research data and/or source material.
 - (e) Supervision
 - (i) failure to provide adequate guidance or mentorship on responsible research conduct to researchers or research trainees under their supervision.
 - (f) Authorship
 - (i) failure to acknowledge the contributions of others fairly;
 - (ii) misleading ascription of authorship including failing to offer authorship to those who qualify or awarding authorship to those who do not meet the requirements.
 - (g) Conflicts of Interest
 - (i) failure to disclose and manage conflicts of interest.
 - (h) Peer Review
 - (i) failure to conduct peer review responsibly.
- S7.2 Serious Breach of the Macquarie Research Code means a serious breach of the Macquarie Research Code. Factors which determine the seriousness of a breach include, but are not limited to:
- (a) the extent of the departure from accepted practice;

- (b) the extent to which research participants, the wider community, animals and the environment are, or may have been, affected by the breach;
- (c) the extent to which it affects the trustworthiness of the research;
- (d) the level of experience of the researcher;
- (e) whether there are repeated breaches by the researcher;
- (f) whether institutional failures have contributed to the breach;
- (g) any other mitigating or aggravating factors.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Macquarie University by its authorised representative:

Signed 

Professor S. Bruce Dowton
Vice Chancellor
Macquarie University
Balaclava Road, North Ryde, NSW, 2109

Date 12 September 2023

Witness 
(Signature)

Name Heather MacKinnon
(Print)

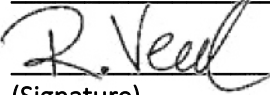
Address 19 Eastern Rd, Macquarie University 2109
(Print)

Signed for and on behalf of the National Tertiary Education Union by its authorised representative:

Signed 

Damien Cahill
General Secretary
NTEU
PO Box 1323, South Melbourne, VIC, 3205

Date 15/9/2023

Witness 
(Signature)

Name Renee Veal
(Print)

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(Print)