CORRECTION TO DECISION

*Fair Work Act 2009*

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

**Macquarie University T/A Macquarie University**

(AG2023/576)

**MACQUARIE UNIVERSITY COLLEGE TEACHING STAFF AGREEMENT 2023**

Educational services

**COMMISSIONER YILMAZ**

MELBOURNE, 31 MARCH 2023

*Application for approval of the Macquarie University College Teaching Staff Agreement 2023*

[1] The decision issued by the Fair Work Commission on 31 January 2022 ([2023] FWCA 863, AE519542) is corrected as follows:

[2] By using my powers under s.218A of the Fair Work Act to amend clause 38 of the Agreement to read as follows:

‘If any casual staff member is required by Macquarie University to perform work on a public holiday, the payment that they receive for work performed under the Agreement will not be less than what they would have been entitled to receive under the Educational Services (Post-Secondary Education) Award 2020.’

[3] An undertaking was provided by the Applicant and is evidence below in Annexure A.

[4] In addition, Annexure B to this decision contains the National Tertiary Education Union’s signature which was inadvertently omitted when the Agreement was published.

COMMISSIONER

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<AE519542 PR760497>
30 March 2023

IN THE FAIR WORK COMMISSION

Matter number: AG2023/575
Applicant: Macquarie University
Application: Section 185 – Application for approval of a single enterprise agreement

Undertaking under section 190 of the Fair Work Act 2009 (Cth) in relation to Macquarie University College Teaching Staff Agreement 2023 (Agreement)

I, Carina Jarman, have the authority given to me by Macquarie University to provide the following undertaking in relation to the application approved by the Fair Work Commission on 22 March 2023.

1. Clause 38 – Public Holidays – If any casual staff member is required by Macquarie University to perform work on a public holiday, the payment that they receive for work performed under the Agreement will not be less than what they would have been entitled to receive under the Educational Services (Post-Secondary Education) Award 2020.

Carina Jarman
Manager of Employee Relations & Specialist Advice
Macquarie University
Annexure B

Macquarie University College Teaching Staff Agreement 2023

SIGNATORIES TO THE AGREEMENT

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

Signed

Professor Rorden Wilkinson
Acting Vice-Chancellor and President
Macquarie University
Balaclava Road, North Ryde, NSW, 2109

Witness

[Signature]

Name

Amelia Pereira

(Print)

Address

Macquarie University
19 Eastern Road, North Ryd
NSW 2109

(print)

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

Signed

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

15/03/2023

Witness

[Signature]

Name

Renee Veal

(Print)

Address

South Melbourne VIC 3205

(print)
DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Macquarie University T/A Macquarie University
(AG2023/576)

MACQUARIE UNIVERSITY COLLEGE TEACHING STAFF AGREEMENT 2023
Educational services

COMMISSIONER YILMAZ MELBOURNE, 22 MARCH 2023

Application for approval of the Macquarie University College Teaching Staff Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the Macquarie University College Teaching Staff Agreement 2023 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Macquarie University T/A Macquarie University. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The National Tertiary Education Union being a bargaining representative for the Agreement, 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 organisation.

[4] The Agreement is approved and in accordance with s.54, will operate from 29 March 2023. The nominal expiry date of the Agreement is 29 March 2026.

COMMISSIONER
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<AE519542 PR760497>
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PART 1: ADMINISTRATION OF THE AGREEMENT

1. TITLE

This Agreement will be known as the Macquarie University College Teaching Staff 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 staff member covered by the Macquarie University Academic Staff Enterprise Agreement 2018 or its successor.

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

Agreement means the Macquarie University College Teaching Staff 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 Annual 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.

College means the “Macquarie University College”, that delivers pathways and English Language programs to international and domestic students.

Concessional Days are the 3 days paid leave of absence granted to University Staff following Boxing Day and before New Year’s Day in accordance with policy.

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, including prior continuous employment with the English Language Centre in Access Macquarie Limited. This includes paid service, periods of approved leave and breaks in service of up to three months. Breaks in service and approved unpaid leave do not break Continuous Service but do not count as service for the purpose of calculating entitlements unless otherwise expressly stated.

Coordinating Teacher means a Staff Member allocated according to the needs of the College to coordinate aspects of the day-to-day delivery of teaching units and programs. They may perform a range of duties
including but not limited to assisting with the coordination of teaching staff, preparation and development of learning and teaching resources and/or assessments, consultation with students, coordinating and finalising unit/program results for moderation, contributing to assessment quality and quality assurance activities.

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

Exempt Staff Member means a Staff Member who is being paid a Base Salary in excess of the salary for Senior Teacher Step 3 as specified in Schedule 1.

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

FWC refers to the Fair Work Commission.

Full-time Employment means 70 ordinary hours per fortnight.

Investigator means a person appointed under clause 47.

Long-term Casual means a person who has been employed on a casual basis with a regular pattern of hours for at least the preceding 30 months, for the purposes of clause 30, Parental Leave.

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 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.

Professional Staff Member means a staff member covered by the Macquarie University Professional Staff Enterprise Agreement 2018 or its successor.

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 Supervisor/Manager and Staff Member where a Staff Member is released under specific agreed arrangements to work in another area within the University or with another organisation for a specific period of time. Secondments will not normally be for longer than 2 years. Subject to clause 44, 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.

Senior Teacher means a Staff Member appointed according to the needs of the College to perform a range of duties including but not limited to providing leadership in particular subject areas or programs, teacher supervision, provision of advice and training of other staff, rostering of teachers onto classes, managing assessments, moderation, results finalisation and other associated duties. They develop and review the curriculum and oversee the preparation of study materials and assessment requirements. They may be required to undertake teaching delivery, class preparation, consultation and supervision of students, assessment, marking and administration.

Staff or Staff Member means a Teaching Staff Member who is:

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

Staff 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.

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

Teaching Period means a teaching term or block in an intensive delivery model, inclusive of timetabled teaching weeks and a subsequent non-teaching week when final assessments may be scheduled and marked, and when results are finalised.

Teaching Staff Implementation Committee or TSIC means the consultative committee established under clause 51 of this Agreement.

Teaching Staff Member means a person who is employed by the University as a teaching member of staff for the College and covered by this Agreement.

Types of Employment refers to the employment types prescribed in clauses 9, 10 and 11 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 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 Staff Member;
   (b) each Staff Member; and
   (c) the NTEU.

3.2. This Agreement does not cover:
   (a) Exempt Staff Members as defined in clause 2, Definitions;
   (b) Staff members engaged under the Macquarie University Academic Staff Enterprise Agreement 2018, or the Macquarie University Professional Staff Enterprise Agreement 2018, or their successors, or staff members defined as exempt under those Agreements; or
   (c) Paid work performed for the IELTS or PTE Test Centre, that is separate to employment and working hours as a Teacher or Senior Teacher in the College.

3.3. Despite sub-clause 3.2 (a), Staff employed on a salary equivalent to ELC Senior Teacher Step 3 at the time this Agreement is made will be covered by this Agreement.

3.4. This Agreement has a nominal expiry date three years from the date it is approved by the FWC.

3.5. 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 sub-clause 51.1 (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 Teaching Staff Greenfields Agreement 2015 and the Macquarie University English Language Centre Teachers Enterprise Agreement 2017.

5.3. Despite sub-clause 5.2 above if any party referred to in sub-clause 3.1 (a) – (c) has, prior to the operation of this Agreement, commenced proceedings under:
(a) clause 3.5, Probation, clause 4.8, Managing Change in the Workplace, clause 4.9, Dispute Settling Procedures, clause 4.11, Unsatisfactory Performance, clause 6.2, Redundancy, Redeployment and Retrenchment, clause 6.4, Abandonment of Employment, or clause 6.5, Termination on the Grounds of Illness, of the Macquarie University Teaching Staff Greenfields Agreement 2015; and/or

(b) clause 49, Dispute Resolution, clause 52, Redundancy, Redeployment and Retrenchment, clause 53.3, Abandonment of Employment, or clause 53.4, Termination on the Grounds of Illness, or clause 58, Unsatisfactory Performance, of the Macquarie University English Language Centre Teachers Enterprise Agreement 2017; 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 4.1 of the Macquarie University Teaching Staff Greenfields Agreement 2015 and/or clause 29 or Schedule 3 of the Macquarie University English Language Centre Teachers Enterprise Agreement 2017.

5.5. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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; and/or

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

(c) the arrangement meets the genuine needs of the University and the Staff Member; and

(d) 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 Act; and

(b) are not unlawful terms under section 194 of the Act; 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.

7.2. Applications will be considered based on merit, including where applicable positive contributions to the College. Selection criteria will be relevant to the specifics of the position being offered as well as the operational needs of the College and the individual programs.

7.3. Each year during the term of this Agreement, the College will consider staffing requirements for the upcoming year. Consideration will be given to recruitment of fixed term and/or continuing positions, subject to operational needs and University requirements.

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 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 prior to the specified term:
(a) during a probationary period in accordance with clause 12, Probation of this Agreement; or
(b) when, in accordance with clause 44, 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, misconduct, or serious misconduct; or
(d) by abandonment of employment.

10.4. For the purpose of this clause, breaks between fixed-term appointments of up to 3 months in total in any 12-month period will not constitute breaks in Continuous Service.

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

Pre-retirement Contracts

10.6. 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.

10.7. 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.

10.8. Sub-clause 10.3 (b) will not apply to the termination of pre-retirement contracts.

10.9. 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 sub-clause or on cessation of the pre-retirement contract unless such payments are specified in the pre-retirement contract.
10.10. It is the Staff Member’s responsibility to seek independent financial advice.

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

10.11. A fixed-term Staff Member may be offered a further fixed-term appointment, provided that appointment is consistent with sub-clauses 10.1. Unless such an offer is made and accepted, or the Staff Member’s employment is terminated earlier in accordance with sub-clause 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.

10.12. 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 6 months.

10.13. Where, because of circumstances relating to the provision of specific funding to support employment, external to the University and beyond its control, the University is not reasonably able to give the notice required by sub-clause 10.12 above, it will be sufficient compliance with this clause if the University:

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

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

**Severance Pay for Fixed-term Staff Member**

10.14. Where a fixed-term Staff Member is terminated prior to the expiry of their fixed-term contract in accordance with sub-clause 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 severance payment under sub-clause 10.17, provided that a staff member will not receive less than six weeks under this sub-clause.

10.15. A fixed-term Staff Member whose contract of employment is not renewed at the expiry of the contract will be entitled to a severance payment in accordance with sub-clause 10.17 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.

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

10.17. Where a Staff Member is entitled to a severance payment in accordance with sub-clauses 10.14 (b) or 10.15 above, the following payments will apply:

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

10.18. Where a fixed-term Staff Member with between 5 and 10 years of paid 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 2 months for 10 years of continuous service.

10.19. Casual employment, approved unpaid leave and/or periods of continuing employment prior to commencing a fixed-term contract will not count as Continuous Service for the purposes of sub-clause 10.17 but will not constitute breaks in Continuous Service, unless previous service has been broken by resignation of the staff member or the end of a period of employment where a severance or redundancy payment has been made.

10.20. Where the University advises a Staff Member in writing that further employment may be offered within 6 weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of 4 weeks from the expiry of the period of fixed-term employment.

Conversion from Fixed-term to Continuing Employment

10.21. 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 current contract is the second or subsequent consecutive fixed-term appointment for the Staff Member; or

(b) the period of fixed-term employment has exceeded a continuous period of 3 years; and
(c) the Staff Member was originally appointed following a competitive, merit-based selection process, or has served five or more years on contiguous fixed term contract(s) in the same position; and
(d) the Staff Member is demonstrating satisfactory performance in all aspects of the position.

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

10.23. When considering an application for conversion the University must be satisfied that continuing work of the same or substantially similar duties and requisite funding is available, and that the staff member has demonstrated the ability to work across College programs in their discipline area.

10.24. The provisions of sub-clause 10.21 do not apply to fixed-term contracts for positions above Senior Teacher Step 3.

11. CASUAL EMPLOYMENT

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

11.2. Casual employment will be offered with no firm advance commitment to continuing and indefinite work according to an agreed pattern of work, and a casual staff member who accepts such an offer does so on this basis.

11.3. Casual employment may be terminated at 1 hours’ notice.

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

Casual Rates of Pay

11.5. A Staff Member employed on a casual basis will be paid the applicable casual hourly rate provided for in Schedule 2: Casual Rates of Pay (or where applicable, the relevant half day or full day rate). These rates include a casual loading of 25% paid on the base hourly rate. 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.

Casual Employment – Conversion Arrangements

11.6. Offers and requests for conversion from casual employment to full-time or part-time continuing employment are provided for in the NES.

11.7. All requests for conversion should be made in writing to the relevant Manager.

11.8. Casual Staff Members will be offered conversion to a continuing appointment, on either a full-time or part-time basis, in accordance with and subject to the provisions of sections 66B and 66C of the Act.

11.9. The College will not unreasonably refuse a request for conversion. Reasonable business grounds for refusal include but are not limited to the following:

(a) the position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
(b) the hours of work will be significantly reduced in that period;
(c) there will be a significant change in the days and/or times when the Staff Member’s hours of work are required to be performed, which cannot be accommodated within the days or times the Staff Member is available to work during that period;
(d) conversion would require the College to provide work that is not needed outside particular teaching periods in the teaching calendar;
(e) conversion would require the College to make significant adjustments to the work allocated to the casual Staff Member;
(f) a determination has been made that previously taught subjects will no longer be offered, or offered on a consistent basis across teaching periods;
(g) the work being performed will no longer be available due to circumstances such as loss of contract, lack of student numbers, allocation of work to continuing or fixed term staff.

11.10. The University must respond to a request for conversion within 21 days. If the University refuses the request, they must advise the casual Staff Member of the decision in writing.

11.11. A casual Staff Member may apply to have the decision reviewed by the Chief People Officer, or their nominee, on the following grounds:
(a) re-consideration of their eligibility for conversion; and/or
(b) the feasibility of conversion and reasons for refusal.

Applications for review must be made in writing, with any supporting documentation, within 10 working days of being advised of the decision.

11.12. The University will have 20 working days to respond to a request for a review of the decision not to offer casual conversion.

11.13. Disputes about offers and requests for casual conversion are to be dealt with under Clause 50 – Dispute Settling Procedures.

11.14. If a request for conversion is refused, the casual Staff Member will not be entitled to apply again within six months, unless they didn’t get an offer because they hadn’t worked a regular pattern of work in the 6 months before their earlier request, but they now do.

**Taking up a fixed-term appointment**

11.15. Notwithstanding sub-clauses 11.6 – 11.14, a casual Staff Member is not precluded from reaching agreement with the University at any time to take up a fixed-term appointment, subject to the provisions of clause 10, Fixed-term employment of this Agreement.

11.16. If the College offers a fixed term contract under sub-clause 11.15 and it is accepted, the fixed term appointment and previous selection as a casual are not sufficient to meet the requirement for competitive selection under sub-clause 10.21 (c).

**12. PROBATION**

**Application**

12.1. 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
Probationary period

12.2. On commencement of either continuing or fixed-term employment a Staff Member may be subject to a probationary period of up to 12-months. The length of the probationary period should be appropriate to the nature of the work being undertaken.

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

12.4. 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 Manager, 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

12.5. Within 1 month of 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.

12.6. 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. Where there is a probationary period of greater than 3 months the Supervisor will conduct a review halfway through the nominated period.

12.7. The Supervisor will use the University's Development, Performance and Review process to guide probation review meetings.

Reviewing performance during probationary period

12.8. 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.

12.9. If the Supervisor identifies performance concerns, then the Staff Member will be given an opportunity to address these concerns. The Supervisor will document feedback provided and improvement requirements and provide a copy to the Staff Member.

Probation outcomes

12.10. 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 1 month prior to the expiration of the probationary period. The review will be done in accordance with the University’s Performance Development and Review process. The Supervisor may:

(a) make a recommendation that the Staff Member is confirmed in the position. In these circumstances, the Supervisor will forward a written report to the Manager for approval; or
(b) if performance or conduct concerns have been identified but not resolved, the Supervisor may make a recommendation to terminate the Staff Member’s employment during the probationary period, provided that the following conditions are met:

(i) compliance with sub-clause 12.5; and

(ii) if the concerns relate to performance, the Staff Member has served at least half of the probationary period in order to have had a reasonable period to demonstrate performance.

12.11. The Supervisor will provide a written report to the Manager setting out the reasons for the recommendation to terminate employment. Any response from the Staff Member will also be forwarded to the Manager for consideration.

12.12. The Manager will review the recommendation report and make a final determination.

**Notice periods**

12.13. 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:

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

**PART 3: REMUNERATION AT MACQUARIE**

**13. SALARIES AND PAYMENTS**

**Salary Increases**

13.1. The University provided increases to Teachers and Senior Teachers covered by this Agreement as follows:

(a) 2% from 28 March 2019;

(b) 2% from 26 March 2020;

(c) 2% from 25 March 2021.

13.2. This Agreement provides for the following salary increases, which will apply to all classifications covered by this Agreement (other than as specified in subclauses 13.4 – 13.9 below):

(a) 2% from the first full pay period on or after the Staff Approval Date, backdated to 28 July 2022;

(b) 4% from 23 March 2023;

(c) 3.5% from 21 March 2024.
13.3. The University agrees that any salary increase which is agreed for Academic Staff Members to take effect in 2025 will be extended to Staff Members covered by this Agreement as an administrative salary increase. The administrative salary increase will apply to all classifications covered by this Agreement.

Arrangements for English Language Centre (ELC) Staff

13.4. Continuing and fixed term Teachers from the English Language Centre will translate to nearest but not lower step on the Teacher salary scale in Schedule 1, with effect from the first full pay period on or after the Staff Approval Date.

13.5. Continuing and fixed term Senior Teachers from the English Language Centre will translate to the nearest but not lower step on the Senior Teacher salary scale in Schedule 1, with effect from the first full pay period on or after the Staff Approval Date.

13.6. Senior Teachers on Step 3 from the English Language Centre will translate to Senior Teacher Step 3, with salary maintenance in accordance with Schedule 1 until 23 March 2023, when the salary for Senior Teacher Step 3 exceeds the annual salary maintenance rate of $120,907 per annum.

13.7. Casual ELC Teachers who are engaged will move to the nearest but not lower Band on the new scale with effect from the first full pay period on or after the Staff Approval Date.

13.8. ELC casuals on Step D who have been engaged for at least one Block in 2022 and four blocks or more over the previous two years, will have their current casual day and half day teaching rates ($469.64 and $234.82 respectively) grandfathered until 21 March 2024, when the casual rate for Band 3 exceeds Step D.

13.9. Staff Members to whom the arrangements set out in subclauses 13.4 – 13.8 above apply will receive a payment equivalent to 2% of their earnings between 28 July 2022 and the Staff Approval Date, in lieu of the 2% salary increase set out subclause 13.2(a) above.

Salary Rates

13.10. The salaries in Schedule 1 are in compensation for all ordinary hours specified in the definitions of Full-time Employment and Part-time Employment worked by a Staff Member.

13.11. The minimum salaries for Full-time Staff Members will be as contained in Schedule 1.

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

13.13. The rates of pay for casual Staff Members will be as contained in Schedule 2.

Payment of Salaries

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

13.15. 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

13.16. 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 in exchange for a ‘benefit’ of equivalent value.

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

**Supported Wage System**

13.18. Nothing in this Agreement will prevent the full operation of the Supported Wage System as documented in the Australian Government’s Supported Wage System: Guidelines and Assessment Process. The System is designed to promote employment for people who, because of a disability, are unable to work at full award wages.

13.19. The capacity of the Staff Member will be assessed in accordance with the Supported Wage System. The Staff Member will be paid the greater of the amount set by the Supported Wage System from time to time or the applicable percentage (10-90%) of the minimum rate of the relevant classification level for the position in which they are employed. Where the assessed capacity is 10%, the Staff Member will receive a high degree of assistance and support.

**14. SUPERANNUATION**

14.1. In accordance with superannuation legislation, Staff Members may nominate a compliant superannuation fund for the University to make required employer contributions.

14.2. The University’s nominated default fund is UniSuper. In the event that a staff member does not choose an alternative complying fund to receive employer superannuation contributions, or the University is not otherwise required by law to make contributions to an alternative fund, the University will make contributions to UniSuper Limited or its successor.

14.3. 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.

14.4. For all other Staff Members, the University will make the following employer superannuation contributions to the required compliant superannuation fund:

<table>
<thead>
<tr>
<th>Type of Employment</th>
<th>Employer Superannuation contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Staff Members employed on a continuing contract or fixed term contract, and not currently entitled to employer contributions to superannuation of 17% of Ordinary Time Earnings</td>
<td>The legislated superannuation contribution guarantee in place from time to time, increased to a total of 17% of Ordinary Time Earnings effective from the first full pay period on or after the approval of this Agreement by the FWC.</td>
</tr>
<tr>
<td>For all other Staff Members employed on a continuing or fixed-term contract.</td>
<td>17% of Ordinary Time Earnings, inclusive of the legislated superannuation contribution guarantee in place from time to time.</td>
</tr>
<tr>
<td>For casual staff</td>
<td>The legislated superannuation contribution guarantee in place from time to time.</td>
</tr>
</tbody>
</table>

14.5. In this clause, Ordinary Time Earnings has the same meaning as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended or replaced from time to time.
14.6. If the scheme to which a Staff Member belongs requires them to make co-contributions, such contributions must be made from the Staff Member’s salary.

14.7. Provided that the University’s Trust Deed and Deed of Covenant with UniSuper so allow, the University may offer to (or agree to a request by) a Staff Member who is a member of UniSuper and who is eligible to receive the employer superannuation contribution at a rate of 17% of Ordinary Time Earnings to make reduced employee superannuation contributions to increase take-home salary or to access any other superannuation flexibility so allowed by the relevant Trust Deed and Deed of Covenant.

15. ALLOWANCES

15.1. This Agreement provides for the following Allowances:

(a) First Aid Allowances;
(b) Work-related Travel Allowance;
(c) Motor Vehicle Allowance;

Details of these allowances are set out in Schedule 5.

PART 4: WORKING AT MACQUARIE

16. HOURS OF WORK AND ASSOCIATED CONDITIONS

16.1. The ordinary hours of work for Full-time Teaching Staff Members are 70 per fortnight, which can be annualised in such a manner that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.

16.2. Part time hours will be calculated on a pro rata basis, including pro rata average and maximum contact teaching hours.

16.3. Part-time Teaching Staff Members will be rostered for a minimum of 2 consecutive hours on any day.

16.4. A Teaching Staff Member will not be required to:

(a) teach across a span of more than 10 hours on any day;
(b) teach morning classes within 12 hours of the conclusion of their previous day’s teaching.

Work-Related Travel

16.5. Teaching Staff may be requested to undertake domestic or international travel as part of their duties.

16.6. Teaching Staff who travel on University business will be entitled to payment or reimbursement for expenses in accordance with Schedule 5.

16.7. A Teaching Staff Member will not be required to perform off-shore face to face teaching and associated duties unless the Staff Member was specifically recruited for this purpose.

Meal Breaks

16.8. A Staff Member will not be required to work for more than five hours without an unpaid meal break of at least 30 minutes. Meal breaks will be no more than one hour (unless authorised by the University) and will not be counted as work.

Rest Breaks

16.9. A Staff Member is allowed two 10-minute rest breaks on each day as follows:
(a) one 10-minute break between the time of commencing work and the usual meal break; and
(b) a second 10-minute break between the usual meal break and the time of finishing work.

17. TEACHING STAFF WORKLOADS AND WORKLOAD ALLOCATION

17.1. The College will seek to allocate workloads that, having regard to the needs of the business, are reasonable, manageable and, as far as reasonably practicable, equitably distributed, and will consider where reasonably feasible a range of workload factors.

17.2. Teaching Staff may be required to work across different College programs, or be assigned to other teaching-related and associated work for the College, where appropriately qualified.

17.3. The average weekly contact teaching hours and maximum annual contact teaching hours to be worked by full-time Teachers in College programs are specified in the table below:

<table>
<thead>
<tr>
<th>Program</th>
<th>Average teaching hours per week</th>
<th>Maximum Annual Teaching Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diploma or comparable programs</td>
<td>16</td>
<td>672</td>
</tr>
<tr>
<td>Foundation, English Language or other /comparable programs</td>
<td>20</td>
<td>860</td>
</tr>
</tbody>
</table>

17.4. Where a Teaching Staff Member teaches across different College programs, the weekly and annual contact teaching hours will be averaged.

17.5. Contact teaching hours include the delivery of prescribed content and assessment/s in face-to-face classroom, online or hybrid modes. The remainder of teaching staff workload is allocated to class preparation, revising assessment tasks, marking, student consultation where required, associated administration duties and other responsibilities, such as the review and improvement of resources, compulsory professional development, and meetings.

17.6. Within the ordinary hours of a week where teaching duties are not allocated, continuing and fixed term Teaching Staff will attend meetings, professional development, and assist with program related or other tasks as requested.

17.7. Coordinating Teachers may be allocated for a particular teaching period, according to the needs of the College, to coordinate aspects of the day-to-day delivery of an assigned unit, a combination of units, or a program, under the direction of a Senior Teacher or Supervisor at the equivalent or higher level.

17.8. The teaching delivery hours and associated work for a continuing or fixed term Coordinating Teacher will be reduced by the equivalent of up to seven (7) hours (or one day) per week (pro rata where applicable) for the duration of the assigned teaching period.

17.9. Casual staff undertaking the work of a Coordinating Teacher will be paid in accordance with Schedule 2, ‘Other’ Rate B for up to fourteen (14) hours per fortnight (pro rata where applicable) for work undertaken during the assigned teaching period.

17.10. Additional coordinating work may be assigned subject to agreement between a Teacher and their manager, with appropriate time release for a continuing/fixed term Staff Member or payment at Other Rate B, for a casual Teaching Staff Member.
17.11. The workload for Senior Teachers will be allocated commensurate with the nature, duration and complexity of their assigned responsibilities. Senior Teachers may be required to perform teaching and associated duties according to the needs of the College.

**Class Sizes**

17.12. As soon as practicable but no later than by the end of the second week of each Teaching Period, the College will review class sizes.

17.13. Where the class size threshold outlined in sub-clause 17.14 below has been reached, the College will consult with the relevant Teaching Staff Member(s) and consider whether additional resourcing or support will be required.

17.14. The class size thresholds are:
   (a) for Foundation programs, greater than twenty-five (25) students; and
   (b) for Diploma or comparable programs, greater than thirty (30) students.

17.15. Class sizes for ELICOS programs will not exceed the National ELICOS Standards provided for under legislation.

18. **MANAGING STAFF WORKLOADS**

18.1. The College will consider workload management as a factor when developing and reviewing curricula, in addition to pedagogical and discipline-specific requirements. The impact of other factors such as modes of teaching delivery, class sizes and associated work will also be considered.

18.2. A Staff Member’s workload will comprise activities consistent with their position and will take into consideration the Staff Member’s level of appointment, teaching hours and ordinary hours of work.

18.3. For full-time staff, the allocated workload should be able to be completed within an average of 70 hours per fortnight, averaged over a year or where the contract of employment is for less than a calendar year, for the period of employment.

18.4. Should a Staff Member or group of Staff have a concern about their workload, the matter should be raised initially with the Supervisor. The Supervisor will examine the concerns raised and attempt to resolve the matter within ten working days where practicable.

18.5. If the matter remains unresolved to the satisfaction of the Staff Member(s) or the Supervisor, either may make a written request to the Manager for consideration and attempted resolution by the Manager and/or their nominee.

18.6. Upon receipt of a written request the Manager will undertake a workload assessment in consultation with the relevant Supervisor and Staff Member(s). In carrying out a workload assessment, the Manager may also seek the assistance of the Chief People Officer or nominee, who could be an independent nominee from outside the College.

18.7. The Manager or their nominee will prepare and finalise a report within 4 weeks of receiving a written request for a workload assessment. The workload assessment will:
   (a) consider the Staff Member’s workload allocation having regard to the position, teaching allocation and any relevant College variations;
   (b) address the specific concerns raised by the Supervisor or Staff Member(s)
   (c) make an assessment as to the reasonableness of the workload allocation;
(d) make appropriate recommendations, where applicable; and
(e) be provided to the relevant Supervisor and Staff Member(s).

18.8. Where, following a workload assessment, it is established that the Staff Member(s) is/are undertaking an unreasonable workload, the University will take appropriate steps to address the Staff Member(s) workload. Consideration will be given to broader impacts on other teaching staff if relevant.

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

18.10. If the matter remains unresolved following finalisation of the report by the Manager or their nominee, the Staff Member(s) may refer the matter to the Dispute Resolution Procedures of this Agreement.

18.11. In addition to the above processes, the TSIC may jointly discuss workload issues in particular areas or certain structural factors that may be adversely impacting on workloads, and may recommend strategies to remedy the situation.

19. FLEXIBLE WORK

19.1. 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).

Flexibility at the work unit level

19.2. 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. 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

19.3. 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 subclause 19.9 below.

Home-based or other Remote Work Arrangements

19.4. A Staff Member may request the University to permit the Staff Member to perform some or all of their duties remotely.

19.5. 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

19.6. 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.

19.7. At the conclusion of the period of Part-time employment, the Staff Member will resume their substantive Full-time appointment.

19.8. 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

19.9. 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.

19.10. 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.

19.11. 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. If an NES Request is refused, the University must provide reasons in writing to the Staff Member, within 10 business days.

19.12. 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.

19.13. 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.
19.14. The University and the Union will actively discuss and seek to facilitate a resolution of any 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.

19.15. In this clause, NES Request means a request for flexible working arrangements based on the circumstances outlined in section 65 of the Act.

20. OUTSIDE WORK

Outside Work with a Monetary Value

20.1. For the purposes of this clause:

(a) Monetary Activity means an activity for which the Staff Member derives a benefit which has a monetary value

(b) Work Time means a Staff Member’s ordinary hours of work (as referred to in clause 16) or while on paid leave; and

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

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

Conflict of Interests

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

20.5. If a Staff Member is involved in any activity for any person or entity which gives rise to, or may give rise to, a Conflict (or 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.

20.6. Without limiting the remainder of this clause, if a Conflict arises, or may arise, as a result of a Staff Member being a shareholder, joint venturer, 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.

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

General

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

20.9. In relation to any activity for any person or entity other than the University which the Staff Member is involved in, the Staff Member must ensure that:
(a) the activity will not impinge upon the satisfactory performance of their University duties;
(b) University resources are not used for the activity without prior written approval;
(c) relevant activities are included in the research data collection and thus earn research quantum (or its equivalent) for the University;
(d) the activity is not injurious to the reputation of the University;
(e) the University is protected from vicarious liability in any legal action arising from the activity; and
(f) the activity does not create a Conflict for the Staff Member.

21. INTELLECTUAL FREEDOM

21.1. 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 Freedom of Speech and Academic Freedom Policy and Code of Conduct.

21.2. Intellectual freedom includes:
(a) the rights of all Staff to express opinions about the operation of the University and higher education policy more generally;
(b) the rights of Staff to pursue critical open enquiry and to discuss freely, teach, assess, develop curricula, publish and research within the limits of their professional competence and professional standards;
(c) the right to participate in public debates and express opinions about issues and ideas related to their University position;
(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.

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.

21.3. 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’.

22. HEALTH AND SAFETY

22.1. 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

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

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

Independent Medical Examination

22.4. 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.

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

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

22.7. If the medical report, referred to in sub-clause 22.5 and 22.6 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 sub-clause 55.5 of this Agreement relating to Termination on the Grounds of Incapacity.

Provision of Uniforms and Personal Protective Equipment/Clothing

22.8. 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.

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

22.10. 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.

22.11. 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.

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

Staff Amenities and Facilities

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

First Aid Officers

22.14. 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.
22.15. These officers must have an appropriate first aid certificate or equivalent qualification. The University will fund these qualifications where required.

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

Compensation for Loss or Damage to Personal Property

22.17. 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

22.18. 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

22.19. 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.

23. SUSTAINABILITY

23.1. The University’s commitment to environmental and social sustainability is set out in Sustaining Our Future: Sustainability Strategy (as updated from time to time). This Strategy provides 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.

23.2. 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.
23.3. 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.

(f) to assist with this goal a representative of the NTEU will be invited to participate in the review and redevelopment of future sustainability strategies.

PART 5: ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

24. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

24.1. The University and the NTEU endorse the strategic plan for advancing excellence as set out in the University’s Indigenous Strategy in place from time to time (Strategy). This Strategy provides a framework for establishing and maintaining an environment that values and celebrates the culture, aspirations and contribution of Aboriginal and Torres Strait Islander people.

24.2. The University’s commitment to advancing Aboriginal and Torres Strait Islander employment outcomes is set out in the Aboriginal and Torres Strait Islander Workforce Plan, as updated 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.

24.3. The University has facilitated the implementation of the Workforce Plan is through the support of an identified Aboriginal and Torres Strait Islander position. The position will be responsible for working with Supervisors to implement the plan across the University.

24.4. 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 people. These staff should generally be employed across all classification levels, consistent with the University’s broader workforce profile.

24.5. Any commitments agreed by the University in relation to Aboriginal and Torres Strait Islander employment for Academic Staff Members and Professional Staff Members will extend to Teaching Staff Members covered by this Agreement.

24.6. The University will provide Aboriginal cultural safety training for staff and encourage all staff to participate in the training.
24.7. The University will provide cultural leave for Aboriginal and Torres Strait Islander staff in accordance with Clause 33, Religious, Cultural and Ceremonial Leave.

24.8. 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.

24.9. 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.

PART 6: DIVERSITY AT MACQUARIE

25. DIVERSITY AND INCLUSION

Principles

25.1. 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.

25.2. 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.

25.3. 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.

25.4. The University will review the outcomes of recruitment and promotion processes to monitor the effectiveness of its diversity and inclusion strategies.

Gender Equity

25.5. The University and the NTEU endorse the commitments outlined in Towards Gender Equity, the University’s Workplace Gender Equity Strategy (as updated from time to time). The Strategy aims to improve pay equity across Teaching Staff salary levels.

25.6. The University will undertake annual reporting of salary data of Teaching Staff. The reporting will include aggregated salary data by gender across each salary level.

25.7. The salary data will be made available to the University-level Diversity and Inclusion Committee (MQ Inclusion) and its subcommittees and the Executive Group. The salary data will also be made available to the NTEU or any Staff Member on request.

25.8. MQ Inclusion is responsible for the leadership and implementation of the Strategy, in partnership with the Gender Equity Self-Assessment Team. The University will invite the NTEU to nominate a university staff member with relevant expertise to participate as a member of the Committee.
Staff with Disabilities

25.9. The University will make Reasonable Adjustments for Staff with disabilities to enable them to perform their duties and participate fully in the University community. To support this participation, the University will develop an Access and Inclusion Plan which provides a framework for equitable access and participation for people with disabilities.

Cultural and Linguistic Diversity

25.10. 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.

Other matters

25.11. 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

26. COMMON LEAVE PROVISIONS

26.1. 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 clauses 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.

26.2. 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.

27. ANNUAL LEAVE

Eligibility and Entitlement

27.1. Annual leave entitlements are set out in the table below:

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

Taking Annual Leave

27.2. Subject to sub-clause 27.4, Staff are required to take a minimum of 4 weeks annual leave (or the full amount of leave credited to the Staff Member if less than 4 weeks) during the calendar year.

27.3. The University will ensure that Staff have the opportunity to take annual leave in an unbroken period at a mutually convenient time.
27.4. Notwithstanding sub-clause 27.2, a Staff Member may apply to their Supervisor to defer taking leave to enable accrual to a maximum of 8 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**

27.5. In the absence of an agreement under sub-clause 27.4 the University may, with 3 months written notice, direct a Staff Member to take annual leave if they have an accumulation of 7 weeks or more annual leave.

27.6. A direction or directions made under sub-clause 27.5 will not require a Staff Member to reduce their leave balance below 140 hours / 4 weeks annual leave. The Staff Member may consent to taking leave that reduces their leave balance below 140 hours.

27.7. Where the Staff Member is directed to take annual leave under sub-clause 27.5, 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**

27.8. The University may, at its absolute discretion, agree to a request by a Staff Member to cash-out an amount of annual leave. A request for cashing out of annual leave will only be considered where the Staff Member agrees to take a minimum of 70 hours / 2 weeks of annual leave within 6 months of the date from which an arrangement is agreed by the University.

27.9. 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 4 weeks. A written agreement must state the amount of leave to be cashed out and be signed by the University and the Staff Member.

27.10. 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**

27.11. 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.

27.12. 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.

27.13. 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 sub-clause 27.11, 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**

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

**Payment in Lieu on Termination**

27.15. 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 ordinary rate of pay.

Continuity of Service

27.16. 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.

27.17. 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

27.18. An annual leave loading payment will be made to Staff Members 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 equivalent 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.

28. PERSONAL LEAVE

28.1. 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

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

<table>
<thead>
<tr>
<th>Type of Employment</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time staff</td>
<td>Staff will be credited with an entitlement of 175 hours (5 weeks: 3 weeks Sick Leave, 2 weeks Other Personal Leave) on 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 years of continuous service, staff will accrue an additional 105 hours (3 weeks: 2 weeks Sick Leave, 1-week Other Personal leave) each year up to a maximum of 1820 hours (52 weeks).</td>
</tr>
<tr>
<td>Part-time staff</td>
<td>Proportionate of the Full-time entitlement.</td>
</tr>
<tr>
<td>Casual staff</td>
<td>No entitlement to paid personal leave.</td>
</tr>
</tbody>
</table>

Taking Personal Leave

28.3. 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 1 hour or greater.

28.4. 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 relevant leave policies in place from time to time. Paid sick leave is not available if a Staff Member is receiving workers’ compensation payments in respect of their absence.

28.5. 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 paid 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 de facto 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; and

(ii) working in collaboration with approved organisations and groups in the community to ensure that volunteering projects are meaningful and productive for both parties.

28.6. 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.

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

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

29. LONG SERVICE LEAVE

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

29.2. Long service leave is centrally funded.

Eligibility and Entitlement

29.3. Long service leave entitlements are set out in the table below:

<table>
<thead>
<tr>
<th>Type of Employment</th>
<th>Length of Continuous Service</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time staff</td>
<td>On completion of 10 years Full-time Continuous Service</td>
<td>Total of 3 months paid leave</td>
</tr>
<tr>
<td>Continuous Service between 10 and 15 years</td>
<td>Accrues at the rate of 9 calendar days paid leave per year of Continuous Service (less any leave previously taken)</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>On completion of 15 years Full-time Continuous Service</td>
<td>Total of 4.5 months paid leave, comprised of 3 months paid leave for 10 years’ service and 9 calendar days per annum accrued for Continuous Service between 10 and 15 years (less any leave previously taken)</td>
<td></td>
</tr>
<tr>
<td>On completion of each additional year of Full-time Continuous Service after 15 years</td>
<td>Accrues at the rate of 15 calendar days paid leave per year of Continuous Service (less any leave previously taken)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part-time staff</th>
<th>Accrues on a proportionate basis of Full-time entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Casual staff</td>
<td>Accrues on a proportionate basis of Full-time entitlement for Casual Staff that completed 10 years Continuous Service on or after 9 May 1985 only</td>
</tr>
</tbody>
</table>

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

29.5. 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.

29.6. Where a Staff Member has completed at least 5 but less than 10 years paid Continuous Service and their service is terminated, in accordance with the relevant leave policies in place from time to time, 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

29.7. 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 Universities Australia or the Australian Vice-Chancellors Committee.

29.8. 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 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 3 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.

Re-crediting Long Service Leave

29.9. A Staff Member who becomes ill, injured or incapacitated for 1 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 relevant leave policies in place from time to time.

Payment in lieu on termination

29.10. 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

29.11. When a period (or periods) of leave without pay exceeds an aggregate of 6 months the excess over 6 months will not be counted as service in determining the total service for long service leave purposes.

30. PARENTAL LEAVE

Purpose

30.1. 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.

Entitlement to Paid Leave

30.2. All paid parental leave referred to in the table below is to be calculated in accordance with sub-clause 30.9.

<table>
<thead>
<tr>
<th>(a) Paid Parental Leave - Primary carer of newborn child</th>
<th>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 years Continuous Service at the time of the birth of the child or the commencement of parental leave, whichever is the earlier, will be entitled to an additional 12 weeks paid leave.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Paid Parental Leave – Surrogate</td>
<td>A Staff Member who is a surrogate will be entitled to 6 weeks paid leave for the purpose of childbirth and recovery from childbirth.</td>
</tr>
</tbody>
</table>
| (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 6 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 6 weeks paid parental leave at half pay. Eligibility for paid parental leave will be on the basis that:

(i) the foster child is under 18 years of age;
(ii) the foster parenting arrangement is for a long-term placement.

Parental leave will 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 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

30.3. 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 2 years from the date of birth of the child. |
(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)

Eligibility

30.4. If a Staff Member's partner is employed by the University, paid leave may be shared up to the total eligible entitlement.

30.5. Fixed-term and long-term casual Staff Members, who satisfy eligibility requirements, will be entitled to access the full period of parental leave.

30.6. Fixed-term or long-term casual Staff Members who commence a period of paid parental leave prior to the expiration of their contract, will be entitled to payment for the full period of paid parental leave to which they have an entitlement. Payment of parental leave taken in service will be calculated in accordance with Clause 30.9. Any untaken parental leave will be paid out on the expiration of their contract.

Other Paid Leave Before Parental Leave

30.7. A Staff Member may take up to 2 days paid leave to attend compulsory interviews as part of an adoption, surrogacy or foster care arrangement.

30.8. 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

30.9. 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 sub-clause 30.17 regarding Transfer to Safe Work, sub-clause 30.33 regarding Further Pregnancy and in relation to new Staff in the first year of their employment.

<table>
<thead>
<tr>
<th>For Full-time Staff Members</th>
<th>Where a Staff Member has worked Full-time for the 6 months prior to commencing parental leave, paid leave will be at Full-time rates. Where a Staff Member normally works Full-time but has worked reduced hours or not worked for the full 6 months period prior to commencing parental leave, paid leave will be calculated on a pro rata basis as per Part-time and Long Term Casual Staff Members.</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Part-time and Long-Term Casual Staff Members</td>
<td>Where a Staff Member is Part-time or casual (or has worked Part-time or casually in the 6 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 6 months immediately prior to commencing parental leave. Where a Staff Member has not been at work for the full 6 months prior to commencing parental leave, the averaging period may be reduced from 6 months to a minimum of 3 months or the actual period worked (whichever is the greater).</td>
</tr>
<tr>
<td>For Full-time or Part-time Staff Members on Secondment</td>
<td>Where a Staff Member is on a period of secondment when their parental leave commences, paid leave will be calculated at the Base Salary or pro rata average applicable to the secondment for the</td>
</tr>
</tbody>
</table>
approved secondment period. When the secondment ends, they will be paid at the Base Salary or pro rata average of their substantive appointment for any remaining paid leave applicable to the parental leave period.

Taking Parental Leave

30.10. A Staff Member may take parental leave as Full-time or with the approval of the Manager as:
   (a) Part-time; or
   (b) partly Full-time and partly Part-time.

30.11. A Staff Member should not take parental leave at the same time as the Staff Member’s partner, but this does not apply to:
   (a) 4 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.

30.12. 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.

30.13. A Staff Member granted Part-time parental leave may resume Full-time work on giving the Manager 4 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.

30.14. 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 Manager, 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 4 weeks written notice; or
   (c) professional development purposes and/or a research grant.

Transfer to Safe Work

30.15. 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 position, 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.

30.16. If adjustments cannot reasonably be made, the Manager 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.
30.17. 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, Pregnancy Loss or Death of Child**

30.18. 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.

30.19. A Staff Member whose child is stillborn or dies within 4 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.

30.20. Where a Staff Member’s pregnancy terminates prior to 20 weeks gestation, any absence from work will be on personal leave. Long-term casuals will be considered as being on unpaid authorised absence.

**Parental leave funding**

30.21. 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**

30.22. 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.

30.23. Parental leave without pay counts as service for incremental purposes.

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

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

30.25. 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.

30.26. A Staff Member returning from parental leave in accordance with sub-clause 30.25 is entitled to return on a Part-time basis provided that:

(a) the Part-time fraction is no less than 0.6 FTE;
(b) the Part-time period is no more than 2 years.

30.27. A Staff Member returning from parental leave may make a request to return on a Part-time fraction that is less than 0.6 FTE. If the request is refused, the Staff Member may make an application to the Chief People Officer for a review of the reasons given for the refusal. The Chief People Officer, following consideration and, if appropriate, further consultation with the Manager and the Staff Member, may approve the request or recommend an alternative arrangement.

30.28. In a circumstance where a Manager believes it is not practicable for a position to be done on a Part-time or job share basis they must advise the Chief People Officer of the request to return on a Part-time basis and the reasons why they believe the request is not reasonable or practicable. The Chief People Officer, following consideration of these reasons, may approve an exemption to sub-clause 30.26.
30.29. For any other flexible work arrangements, a Staff Member returning from parental leave, may make a request for flexible work arrangements in accordance with sub-clauses 19.1 - 19.4 of this Agreement. The University, where it is reasonable and practicable, will attempt to accommodate the Staff Member's request subject to operational requirements.

30.30. 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

30.31. 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

30.32. 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 45, Redundancy, Redeployment and Retrenchment.

Further Pregnancy

30.33. 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.

30.34. 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 sub-clause 30.2:

<table>
<thead>
<tr>
<th>Period of Parental Leave</th>
<th>FTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second consecutive period of parental leave without returning to work</td>
<td>0.4 FTE</td>
</tr>
<tr>
<td>Third consecutive period of parental leave without returning to work</td>
<td>0.2 FTE</td>
</tr>
<tr>
<td>Fourth or subsequent consecutive periods of parental leave without returning to work</td>
<td>0.0 FTE</td>
</tr>
</tbody>
</table>

31. FAMILY AND DOMESTIC VIOLENCE

31.1. 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.

31.2. 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.
31.3. A Staff Member who is affected by Family and Domestic Violence may access up to twenty days of paid Family and Domestic Violence Leave per annum for one or more of 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.

31.4. Casual Staff Members will be provided with up to 10 days paid Family and Domestic Violence Leave per annum. 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 work on 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.

31.5. 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.

31.6. A Staff Member seeking to access leave as specified in sub-clauses 31.3 and 31.4 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.

31.7. 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.

31.8. 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.

32. COMMUNITY LEAVE

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

32.2. This leave applies only to activities that are:
(a) not regarded as duty;
(b) not covered by other forms of available leave.

32.3. 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.

32.4. 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 sub-clause 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.

33. RELIGIOUS, CULTURAL AND CEREMONIAL LEAVE

33.1. 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.

33.2. Staff will provide appropriate documentation to their Supervisor.

Eligibility and Entitlement

33.3. Eligibility and entitlement to Religious, Cultural and Ceremonial Leave are set out in the table below:

<table>
<thead>
<tr>
<th>All Staff (excluding casuals)</th>
<th>Leave may be granted, at the discretion of the Staff Member’s Supervisor, in line with the conditions outlined in sub-clause 33.1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aboriginal and Torres Strait Islander Staff</td>
<td>Up to 5 days paid leave and 10 days leave without pay per annum to fulfil ceremonial obligations. 1 day paid leave per annum to participate in National Day celebrations</td>
</tr>
</tbody>
</table>

34. STUDY AND GRADUATION LEAVE

Study Leave

34.1. A Staff Member’s (excluding Casuals) eligibility for study time is based on the relevance of the course of study to their current or potential employment with the University. Study time will not generally be granted for repeat subjects and can only be used during teaching periods in the relevant course. The Staff Member will meet costs associated with the course of study.

Eligibility and Entitlement

34.2. Eligibility and entitlement to Study Leave is set out in the table below, subject to sub-clause 34.1:

<table>
<thead>
<tr>
<th>Type of Employment</th>
<th>Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• ½ hour paid leave for every hour of compulsory attendance to a maximum of 4 hours per week</td>
</tr>
</tbody>
</table>
For Full-time Staff Members

- 15 days paid leave per annum for attendance at residential schools when undertaking an approved distance education course
- An additional 10 days paid leave where a course involves a thesis or major project as well as course work
- 10 days paid leave for qualifying studies entirely by thesis

<table>
<thead>
<tr>
<th>Examination Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.3. A Staff Member (excluding Casuals) is entitled to up to 10 days paid leave in any 1 academic year granted on the basis of 2 days paid leave for each subject in which they have a formal examination. Entitlements for Part-time Staff will be on a proportionate basis.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Graduation Ceremony Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.4. 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.</td>
</tr>
<tr>
<td>34.5. All continuing and eligible fixed-term staff will be entitled to 1 half day paid leave for graduations held within the Sydney metropolitan area or 1 day paid leave for graduations held outside the Sydney area.</td>
</tr>
</tbody>
</table>

35. PURCHASED LEAVE

Purchased Leave

35.1. In this clause the following definitions apply:

(a) **Period of Purchased Leave** refers to a period of leave taken in accordance with sub-clauses 35.2 – 35.6 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.

35.2. All Staff who have continuing employment and Staff on a fixed-term appointment greater than 12-months may purchase up to 4 weeks additional leave in a 12-month period. Additional leave may be purchased in 1 week increments up to the maximum of 4 weeks.

35.3. 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.
35.4. Purchased leave will count as Continuous Service for all purposes.

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

35.6. 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.

36. SPECIAL LEAVE

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

36.2. Special leave will be paid at the Staff Member’s Base Salary.

37. LEAVE WITHOUT PAY

37.1. 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.

38. PUBLIC HOLIDAYS AND UNIVERSITY CONCESSIONAL DAYS

38.1. All staff (excluding Casuals and staff on a period of unpaid leave) will be paid leave for all declared public holidays in NSW (excluding local declared public holidays).

38.2. A Staff Member who is required to work on a public holiday will be paid in accordance with the relevant provisions in this Agreement.

38.3. Staff will receive 3 days paid leave of absence between 26 December and 1 January (University Concessional Days), in accordance with policy. A Staff Member who is on a period of unpaid leave on a University Concessional Day is not entitled to payment for that day.

38.4. A Staff Member who is required to work on a University Concessional Day will be paid at their ordinary rate of pay and be able to take an alternative day off. Work on a University Concessional Day does not attract overtime or other penalty rates (unless they would otherwise apply).
PART 8: DEVELOPMENT AT MACQUARIE

39. PROGRESSION

Incremental progression

39.1. 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 46 Unsatisfactory Performance or Clause 47 Misconduct and Serious Misconduct. A decision on the payment of a withheld increment will be made following the review.

Accelerated Progression

39.2. Where a Staff Member has consistently exceeded the required level of competency for normal incremental progression, the Manager 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.

39.3. 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 Manager may approve an additional payment in accordance with University policy.

40. DEVELOPMENT, PERFORMANCE AND REVIEW

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

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

40.3. The DPR 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.

40.4. The DPR program will be integrated with University processes for probation and incremental progression.

40.5. The DPR program may be tailored to account for specific needs of particular groups of staff following consultation with the TSIC.

41. CAREER DEVELOPMENT

41.1. The University will encourage the participation of Staff in relevant training and development activities during normal working hours. The University will also support a Staff Member studying an approved course relevant to their employment with the University. Eligible staff may apply for paid study leave in accordance with clause 34, Study and Graduation Leave.

41.2. All continuing and fixed-term Staff Members, who participate in the annual DPR process, will discuss individual development needs with their Supervisor and identify appropriate development opportunities for the coming year.

41.3. Supervisors need to identify the training and development needs of casual and fixed-term Staff who do not participate in the annual DPR cycle. Supervisors will ensure Staff have the necessary training and development opportunities to be able to perform their positions. The University will fully fund approved training and development activities that are essential to the performance of the Staff Member’s current position.

41.4. Eligible casual Teaching Staff will be invited to attend professional development sessions organised by the College when they have been regularly timetabled on a class for the preceding and/or subsequent Teaching Period and will be paid at the applicable rate (Other Rate A) set out in Schedule 2 of this Agreement.

41.5. The Professional Development sessions in clause 41.4 above may focus on pedagogical and/or discipline specific content as considered appropriate by the College.

41.6. Casual Teaching Staff will be expected to attend at least one approved Professional Development session delivered on campus per year or demonstrate engagement in professional development programs and workshops relevant to their teaching and completed elsewhere.

41.7. The University will support approved training and development activities that will enhance the Staff Member’s ability to develop beyond their current position. Depending on the nature of the developmental activity, the University may limit the financial support to 66% of the cost, up to a maximum of $1050 per annum.

41.8. Individual budget units will administer funds allocated for training and development purposes. Funds will be allocated equitably on the basis of identified training and development needs.

41.9. Supervisors should ensure that time is allocated to allow Staff to participate in relevant, appropriate, approved training and development activities during normal working hours.

41.10. Where the University approves participation in training and development activities, the University will reimburse a participating Staff Member for course or conference attendance fees and any necessary travel and accommodation expenses and allowance.

Macquarie University Scholarship and Professional Development Grant Programs

41.11. Macquarie University Scholarship and professional development grant programs are designed to recognise potential and reward outstanding performance of staff members across the University.
41.12. Scholarship Programs may include:

(a) **The Macquarie Business School Scholarship Scheme** – which provides for scholarships to undertake the Graduate Certificate of Management program or articulation into the Graduate Diploma of Management; and

(b) **Post-graduate scholarships** – which provide high potential and high performing professional staff with financial assistance for part-time post-graduate level study at the University.

Staff may also be able to apply for professional development grants which provide financial support for external professional development activities.

41.13. Scholarships will be offered on an annual basis to continuing and fixed-term staff members across the University. Applications for Scholarship Programs and professional development grants will be assessed by a selection process that is equitable and upholds the principle of competition on merit.

**Staff Mobility Initiatives**

41.14. The University recognises the mutual benefits to both Staff and the University that result from Staff mobility initiatives. These initiatives may include Secondment (both on an internal and external basis), internal temporary transfers, higher duties opportunities and job-swap arrangements.

41.15. The University will promote staff mobility initiatives to Staff Members through staff communication channels. The University will also encourage Supervisors and Staff Members to discuss such opportunities through the DPR process.

41.16. The details of staff mobility initiatives will be set out in relevant University policy. Policies and/or procedures will be developed by the University in consultation with the TSIC.

**42. TEACHING EVALUATION**

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

42.2. All continuing, fixed-term and casual Staff will be required to undertake regular student evaluation of their teaching and the units / programs that they deliver and/or coordinate.

42.3. 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 and/or teacher observation by senior staff or their nominee.

42.4. Student evaluation of teaching will not be used by the University as the sole measure of teaching performance to initiate any action under Unsatisfactory Performance (clause 46).

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

(a) assessment against prevailing teaching and/or CPD frameworks;

(b) participation in curriculum development;

(c) participation in peer review of teaching;
(d) scholarly output relating to teaching; and
(e) attendance at relevant professional development programs.

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

43. HIGHER DUTIES

43.1. 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 5 consecutive working days (or in the case of a Part-time Staff Member, for a minimum period of the Staff Member’s normal working week), the Staff Member will be paid their substantive salary as well as an allowance equal to the difference between the Staff Member’s substantive salary and the minimum salary for the level of the higher level position (Higher Duties Allowance). Superannuation will be paid on a Higher Duties Allowance in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended or replaced from time to time.

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

43.3. 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 12-months 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.

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

43.5. Where a Staff Member is paid a Higher Duties Allowance for a period greater than 12-months they will be eligible for incremental progression to the next step of the higher classified position, where applicable.

43.6. 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.

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

PART 9: MANAGING CHANGE AT MACQUARIE

44. MANAGING CHANGE IN THE WORKPLACE

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

44.2. The University will, usually and where appropriate, discuss with Staff issues that might lead to change before developing a formal change proposal/paper as required under sub-clause 44.5 below. Nothing
in the clause will prevent the University from undertaking a feasibility assessment of possible workplace change before engaging in a consultative process with Staff.

44.3. Staff will be entitled to be represented by the Union or other Representative at any stage of discussion of the workplace change.

**Significant Effects**

44.4. 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 their Union. Significant effects may arise from, but are not limited to:

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

**Proposed Changes**

44.5. During the Consultation process, for change involving significant effects on Staff, the University will provide, to all affected Staff and their Union, a formal change paper that provides relevant information about the proposed workplace changes. The information will include but is not limited to:

(a) documentation setting out recommended changes and the rationale for the change, including objectives and aims of the change;
(b) the likely effects of the change on Staff, including changes to positions, structures, proposed redundancies and/or redeployments, and/or closure of a University work unit or part of a University work unit;
(c) the proposed timelines for implementation;
(d) the financial implications of the proposed change.

**Concurrent consultation process**

44.6. In circumstances where proposed workplace changes do not involve a reduction in the number of positions or create redundancies or downgraded positions, the University may concurrently undertake the procedures set out at sub-clause 44.5 with those set out at sub-clause 44.8.

**Feedback**

44.7. As part of the Consultation process affected Staff and their Union will be given reasonable time to provide a response to the proposed changes and to any further recommendations made by the University as a consequence of Consultation. A response may include an alternative proposal for the
provision of current services. The University will consider the submissions and respond to affected Staff and their Union before commencing implementation in accordance with clause 44.8.

Implementation

44.8. When the University confirms a decision to proceed with the change proposal, it will:
(a) inform affected staff and their Union;
(b) confer with affected staff and their Union with a view to reaching agreement about the implementation of the change, including the timeline of implementation and measures to mitigate any negative consequences for staff arising from the change and a process for monitoring the effects of the change after implementation;
(c) undertake an assessment of the potential impacts on 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.

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

Roster Change

44.10. In circumstances where the University intends to change a Staff Member’s regular roster or ordinary hours of work, the University will:
(a) provide information to the Staff Member about the change;
(b) invite the Staff Member to give their views about the change; and
(c) consider any views given by the Staff Member about the impact of the changes.

44.11. Staff may be represented by the Union or other representative at any stage of the discussion of roster changes.

45. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

Application

45.1. This clause only applies to continuing Staff Members.

Notice

45.2. Where, as a consequence of clause 44, Managing Change in the Workplace it has been determined to make a specific position redundant, the University will provide 13 weeks’ notice of retrenchment and associated redeployment period to the Staff Member (Notice Period).

Redeployment

45.3. The University will take all reasonable steps during the Notice Period to identify positions to which the Staff Member may be redeployed including giving priority consideration to the placement of Staff Members seeking redeployment. Priority consideration includes a right to interview for any position that the Staff Member, in consultation with the University, identifies as a potential redeployment opportunity.

45.4. Where the University identifies a position that may be suitable, it will:
(a) review the skills needed to perform the essential requirements of the position;
(b) assess if the Staff Member has the necessary skills and relevant experience or is able to be retrained to perform in the position;

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

(d) offer to redeploy accordingly.

45.5. 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.

45.6. 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.

45.7. 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 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.

45.8. 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.

45.9. 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

45.10. If, during the Notice Period, a Staff Member, whose position has been made redundant under clause 45, resigns their employment or agrees that redeployment is not an option, they will still be entitled to payments under sub-clause 45.11 plus a payment for the balance of the Notice Period or 4 weeks’ pay whichever is the lesser.

Retrenchment Benefit

45.11. A Staff Member who is retrenched will be entitled to a retrenchment benefit in accordance with the table below. Continuous Service will not include previous service that has been broken by resignation of the staff member or the end of a period of employment where a severance or redundancy payment has been made.

<table>
<thead>
<tr>
<th>Component</th>
<th>Calculation</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) a lump sum payment</td>
<td>Calculated at the Staff Member’s Base Salary (excluding loadings) at the date of cessation</td>
<td>All Staff</td>
</tr>
<tr>
<td>calculated in accordance with</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the Continuous Service Scale</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) any entitlements to accrued annual leave</td>
<td>Calculated in accordance with sub-clause 27.15</td>
<td>All Staff</td>
</tr>
<tr>
<td>(c) any entitlements to long service leave</td>
<td>Calculated in accordance with sub-clause 29.10</td>
<td>All Staff with an accrued entitlement.</td>
</tr>
</tbody>
</table>
45.12. In addition to the Retrenchment Benefit, a continuing Staff Member whose position has been made redundant and is not receiving a Voluntary Redundancy Benefit referred to in sub-clauses 45.14 – 45.16 will also be entitled to:

(a) up to $1000 (inclusive of 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 (inclusive of GST) payable on receipt of invoice or receipt. University approved providers will provide career transition support; and

(c) up to 1 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**

45.13. Continuous Service will be calculated in accordance with the scale below and capped at a maximum of 52 weeks. Continuous Service will not include previous service that has been broken by resignation of the staff member or the end of a period of employment where a severance or redundancy payment has been made.

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

**Voluntary Redundancy**

45.14. The University may invite a Staff Member to apply for voluntary redundancy. A Staff Member will have a period of 6 weeks from the date of an invitation to submit an application for voluntary redundancy. The University may reject any application for voluntary redundancy where it considers that the position is necessary to its ongoing operations.

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

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Calculation</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(a) a lump sum payment of 10 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

(c) any entitlements to accrued annual leave
Calculated in accordance with sub-clause 27.15
All Staff

(d) any entitlements to long service leave
Calculated in accordance with sub-clause 29.10
The proportionate entitlement will be calculated in accordance with sub-clause 29.6.
A Staff Member with at least 5 but less than 10 years paid Continuous Service will be paid a proportionate entitlement.

45.17. 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 who is in their Notice Period and may be retrenched. 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

45.18. 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 1 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).

45.19. 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.

PART 10: MANAGING PERFORMANCE AND CONDUCT AT MACQUARIE

46. UNSATISFACTORY PERFORMANCE

Administration

46.1. 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 12, Probation.

46.2. 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.

Stage 1

46.3. Where there are concerns about a Staff Member’s performances, a Supervisor or Manager, should initially, if appropriate, seek to resolve the concerns through discussion, guidance or counselling.
46.4. 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 5 working days following the meeting. The Staff Member may use a maximum of 8 hours of work time to prepare the written response.

46.5. 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 3 months, to improve those areas of performance identified as being unsatisfactory.

46.6. At the end of the period specified in sub-clause 46.5 (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 Manager within 5 working days of meeting with the Staff Member; and
      (ii) provide a copy of the report to the Staff Member.

46.7. Notwithstanding sub-clause 46.6, 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 2

46.8. Where the Supervisor forwards a report to the Manager, the Staff Member may provide a written response to the Manager. Any response by the Staff Member must be provided within 5 working days of the Staff Member receiving the report in accordance with sub-clause 46.6 (b) (ii).

46.9. The Manager:
   (a) will review the report and any response from the Staff Member; and
   (b) may seek further information from the Staff Member or Supervisor regarding the report or the response from the Staff Member.

46.10. Having regard to the report and any further information obtained in the process referred to in sub-clause 46.9, the Manager 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 3 months, with directions that the Supervisor must comply with before the matter is referred back to the Manager to be dealt with under this clause; 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 Chief People Officer which:
   (i) identifies the aspects of performance the Manager regards as unsatisfactory;
   (ii) records the attempts to remedy the unsatisfactory performance; and
   (iii) includes the Staff Member's responses.

46.11. If the Manager provides a report to the Chief People Officer, a copy will also be provided to the Staff Member.

Stage 3

46.12. The Chief People Officer may request further information and/or interview the Staff Member, Supervisor or Manager.

46.13. The Chief People Officer will consider all reports, responses and associated materials and will determine to either:

(a) take no further action;

(b) refer the matter back to the Supervisor or Manager 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 sub-clause 46.13; or

(c) take disciplinary action which includes:
   (i) counselling;
   (ii) written warning;
   (iii) formal censure;
   (iv) withholding of an increment;
   (v) varying the Staff Member’s duties/removing any Administrative position;
   (vi) demotion by one or more salary steps or one or more classification levels; or
   (vii) termination of employment.

46.14. The Chief People Officer will advise the Staff Member in writing of the determination under sub-clause 46.13.

46.15. If the Chief People Officer determines to terminate the employment of the Staff Member, the period of notice will be as determined under clause 53, Termination of Employment.

Other matters

46.16. 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 46.5 that the original view formed was not valid).
47. MISCONDUCT AND SERIOUS MISCONDUCT

Application

47.1. 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 12, Probation will apply.

47.2. The procedures of this clause will not apply in matters involving alleged Breach/Serious Breach of the Macquarie Research Code or alleged Research Misconduct as defined in this Agreement. Instead, the procedures of clause 48, Research Misconduct will apply.

47.3. Where there is ambiguity in a particular matter as to whether the procedures in this clause 47 or clause 48, Research Misconduct, should apply, the Chief People Officer will consult with the Pro Vice-Chancellor (Research Integrity and Development) or a nominee at the equivalent or higher level 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.

47.4. 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 46, the procedures of this clause are not required, but the procedures of clause 46, including notice periods, must be followed if the Staff Member’s employment is terminated.

Definitions

In this clause, the following definitions apply:

47.5. Misconduct means conduct or behaviour of a kind that is unsatisfactory and inconsistent with the expectations of a Staff Member in the workplace.

47.6. 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) serious or repeated bullying or harassment, including sexual harassment;

(d) repeated incidents of Misconduct; and/or

(e) serious dereliction of duties.

47.7. Remedial Disciplinary Action means any action by the University to discipline a Staff Member and is limited to:

(a) guidance;

(b) counselling;

(c) training; and/or

(d) written warning.
47.8. **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.

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

**Procedures**

**Local Resolution**

47.9. 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 clause.

47.10. 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.

47.11. In the event that the Staff Member at this stage makes a full admission, the matter will be dealt with under sub-clause 47.20.

**Referral to Chief People Officer**

47.12. 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 clause, the Vice-Chancellor may, at any time, suspend the Staff Member with or without pay during the period in which the procedures in this clause are followed. 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.

47.13. 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.

47.14. The Chief People Officer will consider any alleged conduct referred to them under sub-clause 47.8 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 clause.

(d) refer the matter to an Investigator for the purpose of investigating the alleged conduct;

(e) proceed under sub-clause 47.18.

**Preliminary Investigation**

47.15. 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.

47.16. The Investigator will investigate the alleged conduct and provide the Chief People Officer with a
report of the investigation.

47.17. 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**

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

47.19. The Chief People Officer will refer the matter to an appropriate Deputy Vice-Chancellor (DVC).

**Decision of the Deputy Vice Chancellor**

47.20. 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 sub-clause 47.21 below.

47.21. 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 5 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.

47.22. If, having undertaken the procedure in sub-clause 47.21, 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

47.23. 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.

47.24. 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

47.25. Where, in accordance with sub-clause 47.21, the DVC decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 53, Termination of Employment.

47.26. 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.

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

47.28. 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.

48. RESEARCH MISCONDUCT

Introduction

48.1. 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
48.2. This clause will apply to all Staff Members, excluding Casual Staff Members.

48.3. 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 47, Misconduct and Serious Misconduct, do not apply when dealing with an alleged Breach/Serious Breach of the Code or alleged Research Misconduct.

48.4. Where there is ambiguity as to whether the procedures in this clause 48 or clause 47, Misconduct and Serious Misconduct should apply, the Chief People Officer will consult with the Pro Vice-Chancellor (Research Integrity and Development) or a nominee at the equivalent or higher level 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:

48.5. **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.

48.6. **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.

48.7. **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 6, *Extract from the Guide to Managing and Investigating Potential Breaches of the Australian Code for the Responsible Conduct of Research, 2018*.

48.8. **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.

48.9. **Research Misconduct** means a Serious Breach of the Code which is also intentional or reckless or negligent.

48.10. **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.

48.11. **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.

**Taking Corrective Action for Breaches of the Code**

48.12. 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**

48.13. 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 or a nominee at the equivalent or higher level 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.

(c) the investigator or panel has determined that the Staff Member has engaged in a Serious Breach of the Code or Research Misconduct.

48.14. Where it is determined that an investigation panel is required, the University will consider nominations from the relevant Unions for suitably qualified and experienced staff members to be available for appointment by the University as panel members or Chair.

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

48.15. 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 5 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.

48.16. 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.

48.17. 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.

48.18. 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**

48.19. 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.

48.20. 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**

48.21. 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 clause, the Vice-Chancellor may, at any time suspend the Staff Member with or without pay for the period during which the proceedings are followed.

48.22. 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.

48.23. 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**

48.24. Where, in accordance with sub-clause 48.15, the DVCR decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 53, *Termination of Employment*.

48.25. 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.
48.26. Any payments in lieu of notice will be based on the Staff Member’s salary at the date of termination of employment.

48.27. 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

49. COMPLAINT PROCEDURES

Principles

49.1. 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

49.2. 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

49.3. 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;

49.4. 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

49.5. 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.

49.6. 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

49.7. 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

49.8. 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

49.9. 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 50, 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.

50. DISPUTE SETTLING PROCEDURES

50.1. 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.

50.2. In the event of a dispute relating to this Agreement, the NES or matters relating to a written policy of the University regarding employment, the Staff Member or the Union will raise the dispute with the University and attempt to resolve the matter in accordance with this clause. However, no University policy or part of a University policy will constitute a term of this Agreement. If a dispute relates to a request for flexible work as set out under sub-clauses 19.1-19.4, the procedures of this clause will apply up to FWC Conciliation stage.

50.3. 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.

50.4. Where a dispute is not resolved under sub-clause 50.3, 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 Union nominees; or the Staff Member and their representative and 2 University nominees; or the Staff Member’s representative and 1 University nominee etc).

50.5. 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.

50.6. 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 FWC.

50.7. Where the matter in dispute remains unresolved, and the steps in sub-clauses 50.2 – 50.6, 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).

50.8. 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.

50.9. Until the steps in sub-clauses 50.2 – 50.5 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.

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

PART 12: ENGAGEMENT AT MACQUARIE

51. TEACHING STAFF IMPLEMENTATION COMMITTEE

51.1. The University and the Union/s will establish a Teaching Staff Implementation Committee (TSIC) 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) updates on change proposals;
      (iii) work implications of any new initiatives;
      (iv) Work Health and Safety.

51.2. 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.

51.3. Membership of the TSIC will comprise:

(a) up to 4 University Committee Members including, where appropriate, a senior leader of the University; and
(b) up to 4 Union Committee Members, nominated by the NTEU.

51.4. The Committee may invite a guest/s to participate in a meeting of the Committee. Those who attend by invitation may be University staff members or Union officers.

51.5. The Committee will strive to adopt the interest-based approach in its deliberations.

51.6. Meetings of the Committee will be convened up to 4 times per year. Members of the Committee may agree to additional meetings as necessary. Members will be allowed reasonable time during working hours to prepare for meetings and will be released from ordinary duties to attend Committee meetings. The University will provide an appropriate level of resources and administrative support for the Committee and its initiatives.

51.7. The agenda of each meeting will cover, as appropriate, the implementation and broader consultation purposes as described in sub-clauses 51.1 (a) and 51.1 (b).

52. UNION REPRESENTATION

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

Union meetings

52.2. Unions may hold meetings of members on the premises of the University. Adequate notice will be given to the University of the intention to hold a Union meeting. Union meetings will be held during meal or other work breaks and may only be held during working hours if agreed between the Union and the University.

Resources

52.3. 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.

Time Release

52.4. 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.
52.5. In the interest of promoting active participation in the implementation of this Agreement and the processes of the Committee, the University agrees to provide 20% time release to the Branch President of the NTEU Branch or their nominated delegate, on the condition that the President or their delegate does not access time release under any other industrial instrument.

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

52.7. 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

52.8. The University will grant the NTEU up to 10 days of paid leave per year for continuing or fixed term Staff nominated by their Branch President to attend trade union training courses and conferences. Leave will usually be taken in non-teaching weeks and be granted on the basis that a nominated Staff Member will not take more than 2 consecutive days within a limit of 5 days per calendar year. Such leave will count as service for all purposes and will be provided on the basis that the nominated Staff Members do not access leave under any other industrial instrument.

52.9. The University will grant up to 2 days per year for Staff Members nominated by the NTEU to attend group-based training conducted by the respective Union.

52.10. Staff Members will provide reasonable notice to their Supervisor of their intention to access leave under sub-clauses 52.8 or 52.9.

Secondment to Union

52.11. 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.

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

Payroll Deduction of Union Dues

52.13. 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

53. TERMINATION OF EMPLOYMENT

53.1. 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

53.2. 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 clause 47, Misconduct and Serious Misconduct or clause 48, Research Misconduct.

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

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>2 weeks</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Over 1 year and up to 3 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to 5 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Over 5 years</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

53.4. 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.

53.5. 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 NES any monies owing by the Staff Member to the University.

54. ABANDONMENT OF EMPLOYMENT

54.1. 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.

54.2. 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. If the termination proceeds the University will provide notice in accordance with clause 53, Termination of Employment. The Staff Member will be paid leave owed at the date of termination.

54.3. 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 47, Misconduct and Serious Misconduct.

55. TERMINATION ON THE GROUNDS OF INCAPACITY

55.1. 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 1 month that a medical examination is required.

55.2. 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.

55.3. Copies of the medical report will be provided to the Staff Member and University.

55.4. If the medical report finds that the Staff Member will be able to resume and perform the inherent requirements of their substantive position within a 12-month period, the University will proceed with
a return-to-work plan (or amended plan depending on the circumstance). Notwithstanding the above, a Staff Member who has not returned to work within 24 months of commencing leave, may be terminated by the University in accordance with sub-clause 55.7 (a) or (b).

55.5. 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:

<table>
<thead>
<tr>
<th>Type and Length of Employment</th>
<th>Payment in lieu of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuing Staff Member or fixed-term Staff Member with more than 1 years’ service</td>
<td>6 months</td>
</tr>
<tr>
<td>Fixed-term Staff Member with a fixed-term appointment of 1 year or less</td>
<td>6 months or the remainder of the term of the appointment, whichever is less</td>
</tr>
</tbody>
</table>

55.6. 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.

55.7. 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:

<table>
<thead>
<tr>
<th>Type and Length of Employment</th>
<th>Payment in lieu of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuing Staff Member or Fixed-term Staff Member with more than 1 years’ service</td>
<td>6 months</td>
</tr>
<tr>
<td>Fixed-term Staff Member with a fixed-term appointment of 1 year or less</td>
<td>2 months or the remainder of the term of the appointment, whichever is less</td>
</tr>
</tbody>
</table>

55.8. 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.

55.9. 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.

55.10. These provisions do not displace or override any existing or future applicable workers’ compensation schemes, legislation or relevant industrial instruments.
56. RESIGNATION

56.1. 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 ANNUAL SALARIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Step</th>
<th>2% Increase from 25 March 2021</th>
<th>2% Increase first full pay period on or after Staff Approval Date (backdated to 28 July 2022)</th>
<th>4% Increase from 23 March 2023</th>
<th>3.5% Increase from 21 March 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher</td>
<td>1</td>
<td>$73,696</td>
<td>$75,170</td>
<td>$78,177</td>
<td>$80,913</td>
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<tr>
<td></td>
<td>2</td>
<td>$77,460</td>
<td>$79,009</td>
<td>$82,170</td>
<td>$85,046</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>$81,221</td>
<td>$82,845</td>
<td>$86,159</td>
<td>$89,175</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>$84,982</td>
<td>$86,682</td>
<td>$90,149</td>
<td>$93,304</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>$88,743</td>
<td>$90,518</td>
<td>$94,139</td>
<td>$97,433</td>
</tr>
<tr>
<td></td>
<td>6</td>
<td>$92,503</td>
<td>$94,353</td>
<td>$98,127</td>
<td>$101,562</td>
</tr>
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<td></td>
<td>7</td>
<td>$96,265</td>
<td>$98,190</td>
<td>$102,118</td>
<td>$105,692</td>
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<td></td>
<td>8</td>
<td>$100,026</td>
<td>$102,027</td>
<td>$106,108</td>
<td>$109,821</td>
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<td></td>
<td>9</td>
<td>$103,788</td>
<td>$105,864</td>
<td>$110,098</td>
<td>$113,952</td>
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<tr>
<td>Senior Teacher</td>
<td>1</td>
<td>$111,670</td>
<td>$113,903</td>
<td>$118,460</td>
<td>$122,606</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>$113,763</td>
<td>$116,038</td>
<td>$120,680</td>
<td>$124,904</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>$115,892</td>
<td>$118,210</td>
<td>$122,938</td>
<td>$127,241</td>
</tr>
</tbody>
</table>

## TRANSITIONAL TABLE FOR ELC SENIOR TEACHER STEP 3*

<table>
<thead>
<tr>
<th>Description</th>
<th>Step</th>
<th>2% Increase from 25 March 2021</th>
<th>Salary maintenance first full pay period on or after Staff Approval Date</th>
<th>Senior Teacher Step 3 from 23 March 2023</th>
<th>Senior Teacher Step 3 3.5% Increase from 21 March 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELC Senior Teacher</td>
<td>3</td>
<td>$120,907</td>
<td>$120,907</td>
<td>$122,938</td>
<td>$127,241</td>
</tr>
</tbody>
</table>

- *See Clause 13
- ELC Senior Teacher Step 1 will translate to Senior Teacher Step 1 from the first full pay period on or after the Staff Approval Date.
- ELC Senior Teacher Step 2 will translate to Senior Teacher Step 2 from the first full pay period on or after the Staff Approval Date.
### SCHEDULE 2: CASUAL RATES OF PAY

**S2.1** All casual rates are inclusive of a 25% casual loading as set out in sub-clauses 11.5.

**S2.2** All rates are calculated using the relevant full-time rate with the addition of a casual loading/(37.5 x 52)

**S2.3** The minimum period of engagement for casual teaching staff will be two hours at the appropriate rates set out in Schedule 2 of this Agreement, inclusive of any incorporated time and payment for preparation and associated working time as provided by Schedule 2 and 3 of this Agreement.

### DIPLOMA AND COMPARABLE PROGRAMS*

<table>
<thead>
<tr>
<th>Effective from</th>
<th>Description</th>
<th>14 July 2022 (Interim Increase)</th>
<th>2% Increase first full pay period on or after Staff Approval Date (backdated to 28 July 2022)</th>
<th>4% Increase from 23 March 2023</th>
<th>3.5% Increase from 21 March 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Teaching delivery (per contact hour) and associated duties</td>
<td>$116.06</td>
<td>$118.38</td>
<td>$123.12</td>
<td>$127.43</td>
</tr>
<tr>
<td></td>
<td>Teaching delivery with PhD** (per contact hour) and associated duties</td>
<td>$130.80</td>
<td>$133.42</td>
<td>$138.75</td>
<td>$143.61</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Effective from</th>
<th>Description</th>
<th>2% Increase from 25 March 2021</th>
<th>2% Increase from first full pay period on or after Staff Approval Date (backdated to 28 July 2022)</th>
<th>4% Increase from 23 March 2023</th>
<th>3.5% Increase from 21 March 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Diploma – approved additional marking (per hour)</td>
<td>$56.88</td>
<td>$58.02</td>
<td>$60.34</td>
<td>$62.45</td>
</tr>
</tbody>
</table>

* Diploma teaching rates per contact hour are inclusive of one hour of teaching delivery/class time and one hour of associated duties as provided in Schedule 3.

** This rate is applied when a casual staff member has a relevant doctoral qualification that has been verified.
## FOUNDATION, ENGLISH LANGUAGE AND COMPARABLE PROGRAMS

<table>
<thead>
<tr>
<th>Effective from</th>
<th>2% Increase from 25 March 2021</th>
<th>2% Increase from first full pay period on or after Staff Approval Date (backdated to 28 July 2022)</th>
<th>4% Increase from 23 March 2023</th>
<th>3.5% Increase from 21 March 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Band</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teaching delivery (per contact hour) and associated duties*</td>
<td>1</td>
<td>$91.12</td>
<td>$92.94</td>
<td>$96.66</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>$101.45</td>
<td>$105.51</td>
<td>$109.20</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>$110.05</td>
<td>$114.45</td>
<td>$118.46</td>
</tr>
<tr>
<td>Day rate**</td>
<td>1</td>
<td>$371.77</td>
<td>$386.64</td>
<td>$400.17</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>$405.80</td>
<td>$422.03</td>
<td>$436.80</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>$440.20</td>
<td>$457.81</td>
<td>$473.83</td>
</tr>
<tr>
<td>Half Day rate*</td>
<td>1</td>
<td>$185.88</td>
<td>$193.32</td>
<td>$200.08</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>$202.90</td>
<td>$211.02</td>
<td>$218.40</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>$220.10</td>
<td>$228.90</td>
<td>$236.92</td>
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<tr>
<td>Foundation/English Language -- approved additional marking (per hour)</td>
<td></td>
<td>$52.07</td>
<td>$53.11</td>
<td>$55.23</td>
</tr>
</tbody>
</table>

* Foundation and English Language program teaching rates per contact hour are inclusive of one hour of teaching delivery/class time and 45 minutes of associated duties as provided in Schedule 3.

** A day rate is paid more than 2 hours and up to 4 hours of teaching and associated/other work equivalent to more than 3.5 and up to 7 hours per day.

* A half day rate is paid for 2 hours or less of teaching and associated/other work equivalent to 3.5 hours or less per half day.

* Casual ELC Teachers engaged when the Agreement commences will move to the nearest but not lower Band on the new scale with effect from the first full pay period on or after the Staff Approval Date.

* ELC casuals on Step D who have been engaged for at least one Block in 2022 and four blocks or more over the previous two years, will have their current casual day and half day teaching rates ($469.64 and $234.82 respectively) grandfathered until 21 March 2024 when the casual rate for Band 3 exceeds Step D.
## OTHER REQUIRED ACTIVITIES – ALL STAFF – CASUAL HOURLY RATES

<table>
<thead>
<tr>
<th>Description</th>
<th>Effective from</th>
<th>2% Increase from 25 March 2021</th>
<th>2% Increase 1st full pay period on or after Staff Approval Date (backdated to 28 July 2022)</th>
<th>4% Increase from 23 March 2023</th>
<th>3.5% Increase from 21 March 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Rate A (per hour) (Step 3)</td>
<td>$52.07</td>
<td>$53.11</td>
<td>$55.24</td>
<td>$57.17</td>
<td></td>
</tr>
<tr>
<td>Other Rate B (per hour) (Step 6)</td>
<td>N/A</td>
<td>$60.49</td>
<td>$62.91</td>
<td>$65.11</td>
<td></td>
</tr>
<tr>
<td>Senior Teacher (per hour) (Step 1)</td>
<td>$71.58</td>
<td>$73.01</td>
<td>$75.93</td>
<td>$78.59</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 3: ACTIVITY DESCRIPTORS – CASUAL TEACHING STAFF

Diploma and comparable programs

S3.1 Each contact hour of teaching delivery / class time in Diploma or comparable programs will count as two (2) hours of work, including but not limited to associated duties such as:
   (a) preparation and lesson planning;
   (b) administration;
   (c) assessment, including assessment task revision, and marking arising from the class; and
   (d) student consultation, if applicable.

S3.2 Where the assessment associated with a particular program requires substantive marking to be undertaken that is beyond what would ordinarily be expected arising from a class, a casual Diploma Teacher will be paid for approved additional marking at the Diploma Marking rate set out in Schedule 2.

S3.3 For clarity, marking that will be paid separately under sub-clause S3.2 includes marking for mid-term and final assessments, and other marking that cannot reasonably be completed within the timeframe for associated duties in combination with teaching and other duties. Examples include but are not limited to: additional marking for larger classes (such as when the class size threshold is reached), cross-marking, and approved additional marking hours in a program that has a more intensive marking load as part of the curriculum.

Foundation, English Language and comparable programs

S.3.4 Each contact hour of teaching delivery / class time in Foundation, English Language or comparable programs will count as 1.75 hours of work, including but not limited to associated duties such as:
   (a) preparation and lesson planning;
   (b) administration;
   (c) assessment, including assessment task revision, and marking arising from the class; and
   (d) student consultation, if applicable.

S.3.5 The day rate for Foundation, English Language and comparable programs will count as seven (7) hours of work, including but not limited to:
   (a) preparation and lesson planning;
   (b) teaching for more than two and up to four hours of teaching in a day;
   (c) administration;
   (d) assessment, including marking arising from the class;
   (e) assessment task revision or production
   (f) consultation
   (g) attendance at meetings on the day
   (h) scheduled marking time for assessments
   (i) professional development
S.3.6 Where participation in approved professional development activities is required by the University on a day where the Staff Member has four hours of teaching delivery, this will be paid separately under sub-clause S.3.11, in addition to the day rate.

S.3.7 The half day rate for Foundation, English Language and comparable programs will count as 3.5 hours of work, including but not limited to:

(a) preparation and lesson planning;
(b) teaching for up to two hours in a half day;
(c) administration
(d) assessment, including marking arising from the class;
(e) assessment task revision or production
(f) consultation
(g) attendance at meetings
(h) scheduled marking time for assessments
(i) professional development

S3.8 Where the assessment associated with a particular program requires substantive marking to be conducted that is beyond what would ordinarily be expected, approved additional marking will be paid at the Foundation and English Language Marking rate set out in Schedule 2.

S3.9 For clarity, scheduled marking time under S3.5(h) and S3.7(h) includes but is not limited to standard class assessments where the marking has been included in the programmed workload over the Teaching Period and reasonably can be performed within the timeframes of the casual teaching engagements. It also includes days or half days scheduled specifically for marking of final assessments (such as in English Language programs).

S3.10 Marking that will be paid separately under sub-clause S3.8 includes marking for final assessments that have not been scheduled as per S3.9, and other marking that cannot reasonably be completed within the timeframe for associated duties, in combination with teaching and other duties. Examples include but are not limited to: additional marking for larger classes (such as when the class size threshold for Foundation classes is reached), cross-marking, and approved additional marking hours in a program that has a more intensive marking load as part of the curriculum.

Other Required Activities – all staff

S3.11 Other Rate A will be paid per hour for authorised duties including but not limited to:

(a) Attendance at required meetings or approved professional development;
(b) Assessment tasks production beyond reasonable preparation for a class;
(c) Participation in co-curricular activities or excursions;
(d) Supporting delivery of laboratory sessions; and
(e) Learning Hub supervision.

S3.12 Other Rate B will be paid per hour for authorised duties including but not limited to:

(a) Curriculum and assessment development;
(b) Coordination of the day-to-day delivery of an assigned unit/program; and
(c) Delivering professional development or training sessions to other teaching staff.

S3.13 If required, the **Senior Teacher** casual hourly rate will be paid for applicable work.
### SCHEDULE 4: FOUNDATION AND ENGLISH LANGUAGE PROGRAM CASUAL BANDS

S4.1 There are three bands of casual rates for Foundation and English Language teaching and casuals will be engaged on a band commensurate with their qualifications and experience.

<table>
<thead>
<tr>
<th>English Language Programs</th>
<th>Foundation Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Band 1</strong></td>
<td><strong>Band 1</strong></td>
</tr>
<tr>
<td>Qualified English Language teacher with a minimum of:</td>
<td>Qualified Foundation teacher with a minimum of:</td>
</tr>
<tr>
<td>- A recognised 3-year degree or equivalent; and</td>
<td>- A recognised 3-year degree in relevant field of study or equivalent; and</td>
</tr>
<tr>
<td>- A recognised pre-service TESOL certificate with practicum component of no less than 6 hours supervised practice; and</td>
<td>- A recognised qualification in education (BEd; MEd; DipEd; 2yr teaching certificate); or</td>
</tr>
<tr>
<td>- Up to and including 3 years full-time relevant teaching experience.</td>
<td>- 2 to 3 years’ full-time relevant teaching experience (senior secondary; VET; HE; EFL/ESL which includes delivering to students with English as an additional language).</td>
</tr>
</tbody>
</table>

* Academic English teachers must also have an English language teaching qualification

<table>
<thead>
<tr>
<th><strong>Band 2</strong></th>
<th><strong>Band 2</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully qualified English Language teacher with:</td>
<td>Fully qualified Foundation teacher with:</td>
</tr>
<tr>
<td>- A recognised TESOL qualification at Diploma level (DELTA/DiP TEFLA) and</td>
<td>- 4 years or more full-time relevant teaching experience (senior secondary; VET; HE; EFL/ESL which includes delivering to students with English as an additional language).</td>
</tr>
<tr>
<td>- 4 years or more full-time relevant teaching experience</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Band 3</strong></th>
<th><strong>Band 3</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully qualified and highly accomplished English Language teacher with:</td>
<td>Fully qualified and highly accomplished Foundation teacher with:</td>
</tr>
<tr>
<td>- Master’s level in Teaching/Education with TESOL component, OR Master’s in Applied Linguistics / TESOL (AQF8 or higher); and/or</td>
<td>- A Postgraduate qualification (AQF 8 or higher) in the relevant field and/or education; and/or</td>
</tr>
<tr>
<td>- 7 years or more full-time relevant teaching experience</td>
<td>- 7 years or more full-time relevant teaching experience</td>
</tr>
</tbody>
</table>

S4.2 For the purposes of subclause S4.1, full-time teaching will equate to 800 hours per annum. Part-time or casual teaching experience will be credited accordingly, subject to S4.3 below.

S4.3 Experience as a casual teacher teaching TESOL to adults or secondary students will be credited on the basis of the number of hours taught compared to the number of days or hours normally required of a full-time Teacher in the College, provided that for every 110 days during which a casual teacher is engaged, they will be deemed to have not less than 6 months’ service.
S4.4 Experience that is gained at institutions other than Macquarie University College, or the predecessor AccessMQ English Language Centre, must be verifiable in terms of hours and type of institution. When a Teacher achieves further College experience applicable to a higher casual band, the increase will be calculated on or after the first pay period after the experience is gained.

S4.5 Should a casual Teacher complete further relevant qualifications after commencing employment and this is verified, any applicable change to the casual pay band will be paid from the first full period on or after formal notification by the staff member to College management.
SCHEDULE 5: ALLOWANCES

First Aid Allowance

S5.1 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.

S5.2 Appointments are made on an as needs basis at the discretion of the University. Rates for first aid allowances are set out below:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Aid Officer</td>
<td>$1,003</td>
</tr>
<tr>
<td>Occupational First Aid Officer</td>
<td>$1,406</td>
</tr>
</tbody>
</table>

S5.3 Any increases to first aid allowances agreed for Professional Staff Members will be extended to Staff Members covered by this Agreement.

Work-related Travel Allowance

S5.4 The following provisions apply when travelling on approved University business.

S5.5 Normal entitlement is economy class air travel or first-class rail travel (plus sleeping berth if overnight travel).

S5.6 Travel and travel programs are to be approved in advance by the Manager. 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.

S5.7 Allowance can be requested in advance (with acquittal within one month of return).

Motor Vehicle Kilometre Allowance – All Staff

S5.8 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.

S5.9 This allowance may be claimed when using own vehicle for University business. It is not payable if receiving Annual Vehicle Allowance.
SCHEDULE 6: EXTRACT FROM THE GUIDE TO MANAGING AND INVESTIGATING POTENTIAL BREACHES OF THE AUSTRALIAN CODE FOR THE RESPONSIBLE CONDUCT OF RESEARCH, 2018

S6.1 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 appropriate 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.

S6.2 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

Witness

(Signature)

Name

Amelia Pereira

Address

Macquarie University
19 Eastern Road, North Ryde, NSW 2109

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

Signed

Witness

(Signature)

Name

(Print)

Address

(Print)