

NOTE: Table of Contents to be updated once finalised

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PART 1: ADMINISTRATION OF THE AGREEMENT

1. TITLE

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

2. DEFINITIONS

In this Agreement, the following definitions will apply:

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

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

Agreement means the *Macquarie University Professional Staff Enterprise Agreement 2023*.

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

Base Salary means the payment made to a Staff Member pursuant to *Schedule 1 – Full time 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.

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

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

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

CPSU means the Community and Public Sector Union.

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

Eligible Casual Staff Member for the purposes of parental leave means a Staff Member who has been engaged by the University on a casual basis and who has worked on a regular and systematic basis for at least 12 months and has a reasonable expectation of continuing work on that basis.

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

Exempt Staff Member means a Professional Staff Member who is being paid a Base Salary in excess of the salary for Level 10, Step 6 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 49

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 person who is employed by the University as professional member of staff.

Professional Staff Implementation Committee or PSIC means the consultative committee established under clause 53 of this Agreement.

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 CPSU or 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.

Seasonal Employment means employment offered on a continuing or fixed-term basis to work one or more periods or seasons in each calendar year. During the periods of the calendar year that a Staff Member employed on Seasonal Employment is not required to perform work, they will be deemed to be stood down without pay. Any such stand down period will not count as service for any purpose, although it will not break the continuity of service.

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 46, *Managing Change in the Workplace*, a Staff Member has the right to return to their substantive position at the conclusion of a period of secondment.

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

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

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

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

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

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

3.2 This Agreement does not cover Exempt Staff Members as defined in clause 2, *Definitions*.

3.3 Despite sub-clause 3.2, Staff employed on a salary equivalent to HEW Level 10, Steps 7 to 10 at the time the Agreement is made will continue to be covered by this Agreement if they so choose. Salary increases applicable to these Staff will be as specified in Schedule 3.

3.4 This Agreement has a nominal expiry date of 30 June 2026.

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 53.1(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 Professional Staff Enterprise Agreement 2018*.

5.3 Despite sub-clause 5.2 above if any party referred to in sub-clause 3.1 (a) – (d) has, prior to the operation of this Agreement, commenced proceedings under clause 13, Probation, clause 44, Managing Change in the Workplace, clause 50, Dispute Settling Procedures, clause 46, Unsatisfactory Performance, clause 45, Redundancy, Redeployment and Retrenchment, clause 54, Abandonment of Employment, or clause 55, Termination on the Grounds of Illness, of the *Macquarie University Professional Staff Enterprise Agreement 2018*, then the parties will continue such proceedings to completion in accordance with the procedures prescribed in each such clause.

- 5.4 An application for Parental Leave made prior to the operation of this Agreement will continue to operate in accordance with clause 30 of the *Macquarie University Professional Staff Enterprise Agreement 2018*.

6. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 6.1 The University and a Staff Member covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if the arrangement:
- (a) deals with taking leave in accordance with the Deferred Salary Scheme; 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 Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the Staff Member being better off overall than the Staff Member would be if no arrangement was made.
- 6.3 The University must ensure that the Individual Flexibility Arrangement:
- (a) is in writing; and
 - (b) includes the name of the University and the Staff Member; and
 - (c) is signed by the University and the Staff Member and if the Staff Member is under 18 years of age, signed by a parent or guardian of the Staff Member; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Staff Member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 6.4 The University must give the Staff Member a copy of the Individual Flexibility Arrangement within 14 days of it being agreed.
- 6.5 The University or Staff Member may terminate the Individual Flexibility Arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the University and Staff Member agree in writing — at any time.

PART 2: STARTING AT MACQUARIE

7. RECRUITMENT AND SELECTION

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

Appeals Against Non-Appointment

- 7.2 A Staff Member, who is an unsuccessful applicant for appointment to a vacant position that has been advertised, may request a written report stating the reasons for their non-selection. Such a

request must be made to the Chair of the selection panel within 2 days of being notified of the selection decision, and the report, by the Chair, must be provided within 7 working days of receiving the Staff Member's request.

- 7.3 The Staff Member may apply to have the decision reviewed by the Chief People Officer if they consider that:
- (a) the decision not to appoint was made in contravention of the appointment procedures; and/or
 - (b) the reasons given for not being appointed were inappropriate.
- 7.4 An appeal in respect of non-appointment to an advertised position may only be made if:
- (a) the Staff Member (appellant):
 - (i) is not a casual Staff Member or a fixed-term Staff Member who has had less than 6 months service with the University;
 - (ii) satisfies the advertised minimum requirements for the position; and
 - (iii) is willing and able to take up the duties of the position concerned.
 - (b) the person appointed to the position concerned was an internal candidate (already employed by the University);
 - (c) the appointment is a continuing appointment or, if it is a fixed-term appointment or secondment, the term is for 2 years or more; and
 - (d) the position applied for carries a higher salary than that currently occupied by the appellant.
- 7.5 An appeal must be lodged with Human Resources within 7 working days of the Staff Member receiving the reasons for non-appointment. The Staff Member must provide a signed statement giving full details of the appeal.
- 7.6 Appeals will be dealt with in accordance with the University's recruitment and selection policies as varied from time to time.

8. INSTRUMENT OF APPOINTMENT

- 8.1 At the time of appointment, the University will supply a Staff Member with an instrument of appointment showing that the University is the employer, the type of employment and the terms and conditions as follows:
- (a) the classification, level and salary on commencement;
 - (b) if fixed-term employment, the circumstances of the appointment;
 - (c) whether the appointment is for Full-time Employment, Part-time Employment or on a casual basis;
 - (d) specific information about the days, times and times of the year for which the employment is available, if relevant;
 - (e) the length and terms of the probation period which applies to the employment; and
 - (f) the duties and reporting relationships that apply to the employment.

9. CONTINUING EMPLOYMENT

- 9.1 Continuing employment means employment with no specified end date or specified contingency that brings the contract to an end. Continuing employment is subject to termination by the resignation, retirement or death of a Staff Member; by abandonment of employment; by the position being declared redundant; or by the Staff Member's employment being otherwise terminated by the University in accordance with relevant provisions of this Agreement.

9.2 Continuing appointments may be offered as Full-time Employment, Part-time Employment or Seasonal 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. Where Seasonal Employment is offered, it will specify the periods of employment to be worked.

10. FIXED-TERM EMPLOYMENT

10.1 Fixed-term employment means:

- (a) employment for a specified term or ascertainable period including Seasonal Employment, 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 13, *Probation* of this Agreement; or
- (b) when, in accordance with clause 46, *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.

Review of Fixed-Term Appointments

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

Restriction on Use of Fixed-term Appointments

10.6 Any fixed-term contract entered into following the commencement of this Agreement must come within the description of one or more of the circumstances outlined below. Fixed-term employment may only exceed 2 years to the extent permitted under the SJBPA Act, including in accordance with any exceptions which may apply:

Category	Description
(a) Specific task or project	A definable work activity that has a starting time and is expected to be completed within an anticipated timeframe not normally in excess of 3 years. Without limiting the generality of that circumstance, it will also include a period of employment provided for from funds external to the University, i.e., funding that is not part of an operating grant from the Government or funding comprising fees paid by or on behalf of students.
(b) Research	Work activity by a person engaged on research-only functions for a contract period not exceeding 5 years.

(c) Replacement	Work activity by a person engaged to: (i) replace a full-time or Part-time Staff Member for a definable period during which the replaced Staff Member is on an authorised leave of absence or is temporarily seconded or appointed away from their usual work area or position; or (ii) fulfil the duties of a vacant position that the University has made a definite decision to fill and has commenced recruitment action until a Staff Member is engaged for the vacant position; or (iii) fulfil the duties of a position that is temporarily vacant because the normal occupant is performing higher duties pending the outcome of recruitment action initiated and/or in progress by the University for that vacant higher duties position until a Staff Member is engaged for the vacant higher duties position as applicable;
(d) Pre-retirement contract	Where a Staff Member declares that it is their intention to retire, a fixed-term contract expiring on a mutually agreed date may be adopted as the appropriate type of employment and subject to the conditions under sub-clauses 10.7 – 10.11 below. Appointments under this category must not exceed 5 years.
(e) Enrolled Student	Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work for which the student is appropriately qualified and subject to the conditions set out in sub-clause 10.12 below.
(f) Apprenticeship or Traineeship	Where a Staff Member is engaged pursuant to an apprenticeship or traineeship by the relevant state or territory training authority.
(g) Other Circumstances	Where a work unit identifies any other circumstances where employment is to be for a fixed period. Any application for appointment under this circumstance will be supported by a written justification and will be subject to approval by the Chief People Officer. Employment under this circumstance is limited to a contract or contracts that will not exceed 2 years unless permitted under the SJB Act, including in accordance with any exceptions which may apply.

Pre-retirement Contracts

- 10.7 The University and a Staff Member may agree to enter into a pre-retirement contract that will expire on a mutually agreed date. Such contracts will be made in accordance with University requirements in place from time to time.
- 10.8 If a Staff Member enters into a pre-retirement contract, it will be on the basis of a fixed-term contract with no expectation of further employment at the cessation of the contract. A Staff Member may express an interest in a pre-retirement contract and should discuss the proposed terms of the contract with their Supervisor in the first instance. The proposed terms may include variations to hours of work or duties performed, financial transition to retirement, leave, or other transition arrangements.
- 10.9 Sub-clause 10.3(b) will not apply to the termination of pre-retirement contracts.
- 10.10 A Staff Member, who accepts the offer of a pre-retirement contract, will not be eligible for a severance or redundancy payment prior to entering a contract made under this sub-clause or on

cessation of the pre-retirement contract unless such payments are specified in the pre-retirement contract.

10.11 It is the Staff Member's responsibility to seek independent financial advice.

Enrolled Student

10.12 Employment under this category may be offered provided that:

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

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

10.13 A fixed-term Staff Member may be offered a further fixed-term appointment, provided that the appointment is consistent with sub-clauses 10.6– 10.12. 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 decides 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.

10.14 Notwithstanding the provisions of sub-clause 10.13, where the University determines that the work being performed by a Staff Member employed under a fixed-term contract identified as "Other Circumstances" will continue for more than 2 years, and the Staff Member was appointed through a competitive selection process, the Staff Member will be offered continuing employment in the position. The University will not fail to offer further employment in order to avoid the obligation under this clause.

10.15 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.

10.16 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 10.15 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

- 10.17 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 retrenchment benefit payable under sub-clause 47.15
- 10.18 A fixed-term Staff Member whose contract of employment is not renewed at the expiry of the contract will be entitled to a severance payment in accordance with sub-clause 10.20 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 position was HEW Level 9 or above; or
 - (d) the Staff Member was on a pre-retirement contract.
- 10.19 The University, in a particular case, may make an application to the Fair Work Commission to have the severance payment entitlement varied if it obtains acceptable alternative employment for the Staff Member.
- 10.20 Where a Staff Member is entitled to a severance payment in accordance with sub-clauses 10.18 above, the following payments will apply:

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

- 10.21 Where a fixed-term Staff Member with between 5 and 10 years of Continuous Service is entitled to a severance payment, they will be entitled to a payment in lieu of long service leave calculated at the pro-rata rate of 2 months for 10 years of Continuous Service.
- 10.22 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 10.20 but will not constitute breaks in Continuous Service.
- 10.23 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

- 10.24 A Staff Member on a fixed term contract may apply to convert their employment to continuing employment in their current position provided that the following criteria are met:
- a. the Staff Member's period of employment under fixed term contracts has exceeded 2 years of Continuous Service; and
 - b. the Staff Member was originally or subsequently appointed to the position through an open and competitive selection process.
- 10.25 A fixed term Staff Member who has applied for conversion under subclause 10.24 and who meets the criteria prescribed by subclauses 10.24 (a) and (b) will be converted to ongoing employment unless:
- (a) the Staff Member has been employed in accordance with subclauses 10.6 (a) – (g) above and has not passed the maximum timeframe specified in those subclauses;
 - (b) the Staff Member has not performed satisfactorily;
 - (c) the University no longer requires work of the same or similar nature to be performed within the Staff Member's work unit; or
 - (d) having regard to all the relevant circumstances, there would be insufficient work available for the Staff Member to be usefully employed on an ongoing basis.
- 10.26 The University will not unreasonably refuse an application for conversion and will respond to an application within four (4) weeks of receipt. If an application is declined, the University will provide written reasons for declining it.

11. CONTINUING (CONTINGENT FUNDED) APPOINTMENTS

- 11.1 Contingent Funding is limited-term funding provided for from sources that are not part of the University's operating funds, including funding that is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- 11.2 A Staff Member appointed to a fixed-term research-only position or project based position (or positions) funded by Contingent Funding for a period of continuous service of 2 years or more, who is to be appointed to a further consecutive contract of at least 1 year, may be offered employment on a Continuing (Contingent Funded) basis in accordance with this provision. A Staff Member's fixed-term service prior to the commencement of this Agreement will count as service for the purposes of this clause.
- 11.3 Notwithstanding the above, Staff appointed as fixed-term research-only or project based position may be appointed, at the discretion of the relevant Manager, to Continuing (Contingent Funded) employment using internal funds, where:
- (a) the use of internal funding is for a limited period; and
 - (b) the area has a reasonable expectation that alternative contingent funding or a standard appointment will become available; and
 - (c) the alternative would be the termination of the Staff Member's employment with the University.

- 11.4 Staff employed as Continuing (Contingent Funded) may apply for internally advertised positions.
- 11.5 The following provisions of this Agreement do not apply to Staff employed as Continuing (Contingent Funded):
- (a) Clause 51, *Complaint Procedures* to the extent that the complaint relates to any decision to offer, not offer, continue or terminate Continuing (Contingent Funded) employment;
 - (b) Clause 46, *Managing Change* in the Workplace in respect to the contingent position that the Staff Member occupies; and
 - (c) Clause 47, *Redundancy, Redeployment and Retrenchment*.
- 11.6 The University will not terminate the employment of a Staff Member on Continuing (Contingent Funded) employment unless:
- (a) the position occupied by the Staff Member is no longer required; or
 - (b) the Contingent Funding that supports the position ceases or is insufficient to support the continued employment of the Staff Member in the position; or
 - (b) the inherent nature of the work required has changed significantly and the skills and experience of the Staff Member will not enable them to fulfil the requirements of the position; or
 - (c) termination is under the probation, disciplinary or medical incapacity of provisions of this Agreement.
- 11.7 Where there is a reasonable expectation that the funding that supports a Staff Member's Continuing (Contingent Funded) position is unlikely to continue, the University will consider all reasonable options to avoid the employment ceasing.
- 11.8 Where the funding that supports the Staff Member's Continuing (Contingent Funded) employment ceases the University:
- (a) may transfer the Staff Member to another equivalent position, or at the request of the Staff Member, consult with the Staff Member in relation to other positions; or
 - (b) will provide the Staff Member with a minimum of 4 weeks' notice of termination, or 5 weeks if the Staff Member is over 45 years of age or payment in lieu of notice if a transfer opportunity does not exist; or
 - (c) may also offer a further 6 months employment to give the Staff Member an opportunity to draft further grant applications and await results while continuing to undertake other suitable work for the University.
- 11.9 If, during the notice period, the contingent funding for the position is renewed, the University will make an offer of further employment.
- 11.10 If an application for renewal of the Contingent Funding for the position is still pending, the period of employment may, at the discretion of the University, continue for any period of paid leave the Staff Member is entitled to and thereafter to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and any outstanding leave may be delayed for up to 9 weeks to facilitate continuation of service.
- 11.11 If employment is to cease the following severance payments will apply:

Period of Continuous Service	Severance pay
At least 1 year but less than 2 years	4 weeks
2 years or more but less than 3 years	6 weeks
3 years or more but less than 4 years	7 weeks

4 years or more but less than 5 years	8 weeks
5 years or more but less than 6 years	10 weeks
6 years or more but less than 7 years	11 weeks
7 years or more but less than 8 years	13 weeks
8 years or more but less than 9 years	14 weeks
9 years or more but less than 12 years	16 weeks
12 years or more but less than 15 years	20 weeks
15 years or more but less than 20 years	24 weeks
20 years or more	30 weeks

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

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

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

12. CASUAL EMPLOYMENT

12.1 Casual employment means employment of a Staff Member who is paid and engaged by the hour on an hourly rate of pay. The work required to be done is generally ad hoc, intermittent, unpredictable or involves hours that are irregular. Casual employment may be terminated at 1 hours' notice.

12.2 The parties to this Agreement recognise that casual employment may legitimately be used by the University to address fluctuations in the academic and business cycle of the University. Beyond this requirement for flexibility, the University will not use casual employment to perform work that could reasonably be performed on a continuing or fixed-term basis.

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

Casual Rates of Pay

12.3 A Staff Member employed on a casual basis will be paid the applicable casual hourly salary rate provided for in Schedule 2, *Casual Hourly Rates of Pay*. 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

12.4 The University will consider and assess the eligibility of a casual Staff Member for conversion to continuing full-time or part-time employment at the 12-month anniversary of any and each position the Staff Member holds on a casual basis. Staff Members who meet the eligibility requirements set out under subclause 12.6 below may also make an application for conversion. Applications for conversion will be considered in accordance with subclause 12.11 below.

12.6 A casual Staff Member is eligible for conversion to continuing employment, as appropriate, if the Staff Member has :

- (a) been employed by the University for a period of at least 12 months at the date of assessment; and
 - (b) has worked a regular pattern of hours during at least the last 6 months of the 12 month period specified above on an ongoing basis which they could continue to work as either a full-time or part-time staff member without significant adjustment.
- 12.7 For the purposes of this clause, casual work performed by the Staff Member in another classification, job or work unit will not:
- (a) affect the Staff Member's eligibility for conversion; nor
 - (b) be included in determining whether the Staff Member meets eligibility requirements.
- 12.8 If a casual Staff Member is eligible for conversion in accordance with subclause 12.6 above, then the University will have 21 days to either:
- (a) make a written offer to convert the Staff Member's casual employment to continuing employment; or
 - (b) provide the Staff Member with written notice of the University's decision not to offer conversion to continuing employment, and the reasons for the decision.
- 12.9 On appointment the University will advise a casual Staff Member that, after serving qualifying periods in sub-clause 12.6, the University will consider the Staff Member for conversion. Reasonable steps will be taken from time to time to inform casual Staff Members of this conversion provision.
- 12.10 The University will not unreasonably refuse conversion. [Reasonable grounds must be based on facts that are known or reasonably foreseeable at the time of deciding not to make an offer.](#) Reasonable grounds for refusal [include but are not limited to the following:](#)
- (a) the Staff Member's hours of work would be significantly reduced in the 12-month period following conversion;
 - (b) the Staff Member is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;
 - (c) the Staff Member is performing work which will either no longer be required to be done or will be included in a non-casual position, within 12 months from the date on which eligibility for conversion is assessed;
 - (d) the Staff Member has full time employment elsewhere, including as a self employed person;
- 12.11 The University will consider applications for conversion from casual to continuing full-time or part-time employment and respond to requests received within 21 days of the application. [An application may be rejected](#) on reasonable grounds, including the grounds set out in clause 12.10 above. If an application is rejected, the University will provide written reasons for rejecting it.
- 12.12 An offer of conversion will indicate the hours and pattern of work which, subject to the University's operational requirements, will be consistent with the Staff Member's casual engagement. The offer of conversion will be either to:
- (a) full-time employment, if the Staff Member's hours worked for at least the immediately preceding 6 months have been equivalent to full-time hours; or
 - (b) part-time employment, consistent with the Staff Member's regular pattern of hours worked for at least the immediately preceding 6 months, if the hours worked in this period have been less than full-time hours.

- 12.13 A Staff Member whose application for conversion is rejected will not be entitled to apply again within 6-months except where the grounds relied on to reject the previous application have ceased to apply.

13. PROBATION

Application

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

Probationary period

- 13.2 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.
- 13.3 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.
- 13.3 If an assessment of performance cannot be made due to a Staff Member taking a period of approved leave other than annual leave (e.g. leave without pay, personal leave, parental leave) that is greater than 4 weeks then the end date for probation may be extended. The Chief People Officer, on a recommendation from the 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

- 13.4 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.
- 13.5 The Supervisor will hold review meetings with the Staff Member throughout the probationary period at intervals appropriate to the nature of the work being undertaken and the length of the probationary period. Where there is a probationary period of greater than 3 months the Supervisor will conduct a review halfway through the nominated period.
- 13.6 The Supervisor will use the University's Development and Performance Review process to guide probation review meetings.

Reviewing performance during probationary period

- 13.7 The Supervisor will provide regular feedback to the Staff Member during the probationary period and hold review meetings. These meetings will provide an opportunity for the Supervisor to discuss the Staff Member's progress including, if necessary, identifying and addressing any performance concerns.
- 13.8 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

- 13.9 The Supervisor will undertake a final probation review meeting and advise the Staff Member of their recommendation on the outcome of the probation process no later than 1 month prior to

the expiration of the probationary period. The review will be done in accordance with the University's Development and Performance Review process. The Supervisor may:

- (a) recommend that the Staff Member is confirmed in the position. In these circumstances, the Supervisor will forward a written report to the Manager for approval; or
- (b) if performance or conduct concerns have been identified but not resolved, recommend that the Staff Member's employment be terminated during the probationary period, provided that the following conditions are met:
 - (i) compliance with sub-clause 13.5; and
 - (ii) if the concerns relate to performance, the Staff Member has served at least half of their probationary period.

13.10 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.

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

Notice periods

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

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

PART 3: REMUNERATION AT MACQUARIE

14. SALARIES AND PAYMENTS Agreed

14.1 On 28 July 2022, the University paid an increase of 2% to all classifications covered by this Agreement.

14.2 This Agreement provides for the following salary increases, which will apply to all classifications covered by this Agreement:

- (a) 5% from the first full pay period on or after the Staff Approval Date;
- (b) 3.5% from the first full pay period on or after 1 July 2024;
- (c) 3% from the first full pay period on or after 1 July 2025; and
- (d) 3% from the first full pay period on or after 15 June 2026.

Salary Rates

14.3 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.

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

- 14.5 Part-time Staff will be paid pro rata based on the appropriate salary for full-time Staff Members.
- 14.6 The rates of pay for casual Staff Members will be as contained in Schedule 2. These rates of pay incorporate a casual loading in lieu of those Agreement benefits for which casual Staff are ineligible including those leave and redundancy entitlements to which casual Staff are not entitled.

Payment of Salaries

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

Flexible Salary Packaging

- 14.9 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.
- 14.10 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

- 14.11 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.
- 14.12 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.

15. SUPERANNUATION

- 15.1 The University will nominate UniSuper as the default superannuation fund for Staff Members covered by this Agreement to the extent permitted by legislation. The University will provide information about UniSuper and its benefits as part of its onboarding process for new Staff Members.
- 15.2 All Staff Members will be entitled to choose their superannuation fund in accordance with the applicable choice of fund legislation in place from time to time.
- 15.3 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.
- 15.4 For all other Staff Members, the University will make the following employer superannuation contributions into the Staff Member's nominated superannuation fund or UniSuper :

For continuing and fixed-term Staff Members 17% of Ordinary Time Earnings.

For Staff Members employed on a fixed-term contract of 2 years or more 17% of Ordinary Time Earnings.

For casual staff The legislated superannuation contribution guarantee in place from time to time .

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

16. ALLOWANCES

- 16.1 This Agreement provides for the following Allowances:
- (a) First Aid Allowances;
 - (b) Work-related Travel Allowance;
 - (c) Motor Vehicle Allowance;
 - (d) Overtime Hours Meal Allowance
 - (e) Plumbing Blockage Allowance
- 16.2 Details of these allowances are set out in Schedule 4 – *Allowances*.

PART 4: WORKING AT MACQUARIE

17. HOURS OF WORK AND ASSOCIATED CONDITIONS

- 17.1 The ordinary hours of work for Full-time Staff Members are 70 per fortnight (exclusive of meal breaks and inclusive of Saturday and Sunday). Ordinary hours for Part-time Staff Members will be their contracted hours per fortnight (inclusive of weekends). The maximum ordinary hours of work are 8 hours per day. However, up to 10 hours may be worked by mutual agreement between

the Staff Member and their Supervisor. A Staff Member will be entitled to 4 non-working days in each fortnightly cycle. Staff Members' workloads must be equitable, transparent and realistic within the 70-hour fortnight.

- 17.2 Full-time and Part-time Staff Members and the University may agree to a pattern of variable working hours over less than 10 days in a fortnight (including weekends) without a reduction in their total fortnightly hours of work. Staff who work a compressed fortnight will do so in accordance with clause 19 of this Agreement and relevant University policies and procedures. Where the Staff Member is unable to take time accrued under their agreed and normal pattern of variable working hours, the Staff Member and the Supervisor will agree a time that is mutually convenient to the work unit and the Staff Member.
- 17.3 Casual Staff Members will be engaged on an hourly basis, with the minimum period of engagement (and/or payment) being 3 consecutive hours on any day or for Macquarie University students 3 hours in any week during term.
- 17.4 The maximum number of ordinary hours of work for a casual Professional Staff Member is 7 hours in any day. However, up to 10 hours may be worked by mutual agreement between the Staff Member and their Supervisor.

Overtime

- 17.5 The University may require a Full-time Staff Member to work reasonable additional hours (overtime) in excess of their ordinary hours of work each fortnight. Unless otherwise agreed in accordance with sub-clause 17.10, hours in excess of ordinary hours on any day or over the fortnight will be paid at overtime rates.
- 17.6 Staff Members will not be required to work excessive overtime and overtime will not be performed over extended periods of time. Supervisors will monitor the amount of overtime worked by Staff Members in their work unit and take action to reduce overtime by:
 - (a) distributing the overtime required to be performed among all Staff Members within the work unit. This would be applicable in circumstances where there is a short-term increase in workloads that does not require additional staffing; and/or
 - (b) reviewing the operational needs of the work unit to assess whether additional staffing is required to perform the work. Casual and contract staff may be considered to assist with the increased work.
- 17.7 When possible, a Full-time Staff Member will be given at least 48 hours' notice of the necessity for overtime to be worked. A Staff Member will not be required to work overtime where they satisfy the Supervisor that there are good and sufficient reasons (including family responsibilities or prior commitments) why they are unable to work overtime on the specified day.
- 17.8 A Full-time Staff Member whose salary does not exceed the maximum rate of salary for HEW Level 8 will be paid overtime as follows:
 - (a) overtime worked between Monday and 12 noon Saturday will be paid at the rate of one and half times the ordinary rate of pay for the first 2 hours and double the ordinary rate thereafter;
 - (b) overtime worked on Saturday after 12 noon will be paid at the rate of double the ordinary rate of pay;
 - (c) overtime worked between midnight Saturday and midnight Sunday will be paid at double the ordinary rate of pay with a minimum payment of 4 hours. Where overtime is performed for essential work of feeding and watering animals etc., the minimum payment will be 3 hours. Minimum payments do not apply where overtime worked on Sunday follows ordinary hours worked on a Sunday; and

- (d) overtime worked on a public holiday will be paid at the rate of two and half times the ordinary rate of pay with a minimum payment of 4 hours. Where overtime is performed for essential work of feeding and watering animals etc., the minimum payment will be 3 hours.
- 17.9 Each day's overtime will stand alone and will be calculated to the nearest quarter hour.
- 17.10 Where the Staff Member has requested, and the University has agreed to time off in lieu of overtime payment, it will be taken at a time that is mutually convenient to the work unit and the Staff Member, provided that the time is taken within a period of 6 months from when the overtime was performed. Time in lieu of overtime will be calculated at the appropriate overtime rate. Payment will be made for the overtime worked if a mutually convenient time cannot be agreed or if the Staff Member's employment terminates before the time in lieu can be taken.
- 17.11 A Part-time Staff Member who works ordinary hours in excess of contract hours will be paid at the rate of one and one-fifth times the ordinary rate of pay between Monday and Friday and one and a half times the ordinary rate of pay on Saturday, up until the number of ordinary hours for a Full-time Staff Member have been worked. For a Part-time Staff Member whose salary does not exceed the maximum rate for HEW Level 8 normal overtime rates as specified in sub-clauses 17.8(a)–(d) will apply for hours worked in excess of 70 per fortnight.

Break after overtime

- 17.12 When overtime is necessary, a Staff Member must have at least 10 consecutive hours off duty between work on successive days, if reasonably practicable.
- 17.13 If a Staff Member works overtime and does not have 10 consecutive hours off between the end of ordinary duty and the start of ordinary duty on the next day, the Staff Member:
- (a) must be paid at the overtime rate until they are released from duty; and
 - (b) where they are released from duty during ordinary working hours, they must be paid for ordinary working time for the rest of the day.
- 17.14 This provision applies to a shift worker as if 8 hours were substituted for 10 hours when overtime is worked for the purpose of changing shift rosters or where a shift worker does not report for duty and a day worker replaces them.

Work-Related Travel

- 17.15 Staff who travel on University business will be entitled to payment or reimbursement for expenses in accordance with Schedule 4.

Meal Breaks

- 17.16 A Staff Member will not be required to work more than 5 hours without a meal break. Meal breaks will be no less than 30 minutes and no more than 1 hour (unless authorised by the University). Staff will be clearly informed of meal break times.
- 17.17 A meal break will not be counted as part of ordinary hours of work except where the Staff Member is required to work any portion of their meal break by the University to meet short-term operational needs.
- 17.18 Where 2 or more hours of overtime is to be worked after normal finishing time Monday to Friday, a meal break of at least 30 minutes will be taken as soon as possible after normal finishing time. Where such overtime is worked on a Saturday, Sunday or public holiday, a meal break of between 40 minutes and 1 hour will be taken. Overtime rates are not payable for meal breaks.
- 17.19 Staff who satisfy the requirements of sub-clause 17.8 will be paid a meal allowance in accordance with Schedule 4 of this Agreement.

17.20 Sub-clauses 17.16-17.19 will not apply to shift workers where, by agreement between the University and the Staff Member, no meal break is taken but a paid crib break is allowed.

Tea Breaks

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

Washing Time

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

Penalty Rates

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

Shift Work	Allowance
Early Morning Shift Monday–Friday Commencing at or after 4.00am and before 6.00am	10% of ordinary rate for time worked
Day Shift Monday–Friday Commencing at or after 6.00am and before 10.00am	No allowance
Afternoon Shift Monday–Friday Commencing at or after 10.00am and before 1.00pm and concluding at or after 6.00pm	10% of ordinary rate for time worked
Evening Shift Monday–Friday Commencing at or after 1.00pm and before 4.00pm and concluding after 6.00pm	12.5% of ordinary rate for time worked
Night Shift Monday–Friday At or after 4.00pm and before 4.00am	15% of ordinary rate for time worked
Permanent Night Shift (defined below)	30% of ordinary rate for time worked
Saturday At or after midnight Friday and before midnight Saturday	50% of ordinary rate for time worked
Sunday At or after midnight Saturday and before midnight Sunday	75% of ordinary rate for time worked
Public holidays	150% of ordinary rate for time worked

17.24 Permanent Night Shift is a shift which does not rotate or alternate with other shifts so as to give the Staff Member at least one-third of their working time off night shifts in each roster period.

17.25 If a Staff Member seeks but is not required to work ordinary duty at times which commence at or after the times set out for shifts or to work ordinary duty on Saturday, Sunday or a public holiday, shift or other penalties will not apply.

Casual-Specific Provisions

- 17.26 Casual Staff Members are entitled to payment at overtime rates for work in excess of 7 or, by mutual agreement, 10 hours on any day or 35 hours in a week.
- 17.27 A Casual Staff Member who, at the request of the University, works on Saturday, Sunday and/or a public holiday will be paid the applicable shift penalty. Payment will be calculated by applying the relevant shift penalty to the Staff Member's casual hourly rate of pay.
- 17.28 All other conditions will be as specified in the Hours of Work and Associated Conditions clause **except where there is a specific reference to a Full Time or Part Time Staff Member.**

Call Back Arrangements and Emergency Contacts

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

Ready A

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

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

- 17.31 If the Staff Member is recalled to their workplace during the 'restriction' period they must do so within 1 hour of being called. Payment will be at the appropriate overtime rate with a minimum of 4 hours being paid. Payment for duty exceeding 4 hours is made at relevant overtime rates where actual duty has either exceeded 4 hours or has accumulated to exceed 4 hours. This provision does not extend to call back for duty prior to normal starting times and merging into normal working hours. The allowance in sub-clause 17.30 is suspended when overtime is paid.
- 17.32 If the Staff Member is required to perform duties outside of their normal working hours but is not recalled to the workplace, payment will be at overtime rates with a minimum of 1 hour being paid. Payment for duty exceeding 1 hour where actual duty has either exceeded 1 hour or accumulated to exceed 1 hour is made at relevant overtime rates. The allowance in sub-clause 17.30 is not paid while receiving overtime rates.

Ready B – Emergency Contact Staff

- 17.33 'Ready B' Staff will be on a list of Staff who may be contacted in an emergency but are not obliged to be contactable out of hours or respond to a request to perform duties outside of their normal working hours. No allowance is payable to these Staff Members.
- 17.34 Should these Staff respond to a call to perform duties outside of their normal working hours, they will receive payment in accordance with sub-clauses 17.31 and 17.32.

Additional Requirements

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

Work Rosters

- 17.38 Where a Staff Member is required to work according to a roster, the following arrangements will apply:
- (a) work rosters will be posted in a readily accessible place;
 - (b) all rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each Staff Member;
 - (c) changes or variations to regular rosters will be notified to the relevant Staff Members at least 7 days prior to becoming operative. The University will:
 - (i) provide all relevant information to the Staff Member about the change at least 7 days prior to the proposed operative date of the change, including the nature of the change, information about what the University reasonably believes will be the effects of the change on the Staff Members, and information about any other matters that the University reasonably believes are likely to affect the Staff Members;
 - (ii) invite the Staff Member to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give prompt and genuine consideration to matters raised about the change by relevant Staff Members.
 - (d) where a Staff Member is absent from duty because of illness, or there is an emergency, a shift roster may be changed with reasonable notice to enable the functions of the University to continue. However, if such an alteration involves a Staff Member working on a day that would have been their day off, such time worked on that day will be paid for at overtime rates or a mutually agreed suitable alternative day off will be taken;
 - (e) places in shift rosters may be interchanged by agreement between the Staff Members and the University, provided that the University incurs no additional shift or overtime penalties as a consequence of the interchange;
 - (f) Staff will be reimbursed for costs in excess of normal travel costs where the University does not provide notice in accordance with (c) above; and
 - (g) Staff rostered for shift work will not work split shifts.

18. MANAGING STAFF WORKLOAD

- 18.1 The University does not encourage or condone a workplace culture that requires Staff to work hours that are regularly in excess of their ordinary hours of work. Supervisors will ensure workloads for Staff are realistic and reasonable, distributed as equitably as possible and the process used in allocation is open, consultative, and accountable.
- 18.2 A Staff Member's workload will comprise activities consistent with their position description and will take into consideration the position classification, ordinary hours of work, participation in University committees or working groups and any position specific requirements to maintain accreditation, registration or professional currency.

- 18.3 Should a Staff Member or group of Staff have a concern about their workload, the matter should initially be raised with their immediate Supervisor. The Supervisor will examine the concerns raised and attempt to resolve the matter. Indicators of an unreasonable workload may include:
- (a) an ongoing requirement to work excessive hours;
 - (b) unsustainable work patterns;
 - (c) inequitable distribution of tasks within a team or work unit;
 - (d) inability to take annual leave without adversely affecting workloads;
 - (e) excessive work volume;
 - (f) high levels of Staff turnover;
 - (g) decline in Staff Members motivation or performance.
- 18.4 If after 10 days the matter remains unresolved to the satisfaction of the Staff Member(s) or their Supervisor, either may make a written request to the Manager for a workload assessment.
- 18.5 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.
- 18.6 The workload assessment will consider what data and evidence is required to establish the actual workload situation, including:
- (a) actual hours worked, whether authorised or not;
 - (b) changes in staffing levels over time;
 - (c) changes in volume of work generally, and in any measurable transactions or relevant student/staff ratios;
 - (d) changes to the nature and requirements of work;
 - (e) the impact of deadlines and the cyclical arrangement of work;
 - (f) significant time in lieu accruals, use of personal leave, and other forms of leave;
 - (g) Staff Member(s) experiences and/or concerns.
- 18.7 The Manager will prepare and finalise a written report within 4 weeks of receiving a written request for a workload assessment. The report will:
- (a) address the specific concerns raised by the Supervisor or Staff Member(s);
 - (b) contain findings in respect of the relevant factual information referred to in sub-clause 18.6 (a)–(g);
 - (c) make appropriate recommendations; and
 - (d) 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.
- 18.9 If the matter remains unresolved following finalisation of the report by the Manager, the Staff Member(s) may refer the matter to the Disputes Settling Procedures of this Agreement.
- 18.10 In addition to the above processes, the PSIC may review workloads of Professional Staff groups or work areas across the University from time to time. This will generally be done on an informal basis but may involve initiatives such as workplace surveys and focus groups. If the PSIC identifies workload issues in particular work areas or certain structural factors, which are adversely impacting on workloads, the PSIC will discuss and recommend strategies to remedy the situation.

19. FLEXIBLE WORK

Our approach to 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).
- 19.2 A request for a flexible work arrangement may also be made in accordance with the provisions of section 65 of the *Fair Work Act 2009* (Cth) as amended or replaced from time to time (a National Employment Standards request).

Flexibility at the work unit level

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

Individual flexible work arrangements

- 19.4 Notwithstanding any flexibility arrangements in operation at team level, a Staff Member may request a flexible work arrangement. A Staff Member who wishes to access flexible working arrangements is encouraged to discuss their request with their Supervisor in the first instance. A Staff Member may also make a formal application in accordance with subclauses 19.10 or 19.16 below.

Home-based or other Remote Work Arrangements

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

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

- 19.7 A Staff Member may apply to temporarily convert from Full-time to Part-time employment. Written applications, at least 3 months prior to the proposed date of conversion, should include the following information:
- (a) the fraction of the appointment proposed to be worked;
 - (b) the duration of the proposed conversion to Part-time employment which will be no longer than 3 years;

- (c) the reason for the application; and
 - (d) a recommendation from the Supervisor.
- 19.8 At the conclusion of the period of Part-time employment, the Staff Member will resume their substantive Full-time appointment.
- 19.9 While the University will consider applications for conversion to Part-time employment for a fixed period, approval will be at the discretion of the University.

Application for a Flexible Work Arrangement Under Flexible Work Policies

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

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

- 19.16 When a Staff Member makes an application in accordance with section 65, the University must provide a written response within 21 days.
- 19.17 The University may only refuse an application in accordance with the relevant provisions of the Fair Work Act 2009, which include reasonable business grounds.
- 19.18 Disputes arising under about the application of section 65 that are not resolved at the workplace level in accordance with subclauses 52.1 – 52.3 this Agreement may be referred to the Fair Work Commission for resolution, including by conciliation and arbitration.

20. DISCONNECTING FROM WORK

20.1 The parties to this Agreement recognise that an important aspect of maintaining work-life balance is Staff Members being able to switch off from work.

20.2 The University does not expect a Staff Member to respond to emails or phone calls outside of their normal or rostered work hours, except:

- (a) in genuinely time-critical and/or emergency situations; or
- (b) where the nature of the position requires work at irregular hours; or
- (c) where the Staff Member is appropriately compensated for such contact in circumstances agreed between the parties (for example – through overtime or on call arrangements); or
- (d) as agreed and in accordance with other relevant clauses of the Agreement.

20.3 Both Supervisors and Staff Members have a role to play in enabling and ensuring this balance. For example, Supervisors should not impose unreasonable work demands or contact a Staff Member unnecessarily by telephone at night or on a day that the Supervisor knows the Staff Member does not work or is on leave.

21. OUTSIDE WORK

Outside Work with a Monetary Value

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

21.2 For the purposes of this clause:

- (a) **Work Time** means a Staff Member's ordinary hours of work (as referred to in clause 17) or while on paid leave; and
- (b) **University Consultancy** means any services provided by a Staff Member as part of any agreement between the University (or a related body corporate as defined in the *Corporations Act 2001 (Cth)*) and a third party (including a third party of which the University is a member), whether the Staff Member is a party to that agreement or not.

21.3 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

21.4 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.

21.5 If a Staff Member is involved in any activity for any person or entity which gives rise to, or may give rise to, a Conflict (Conflict Activity), the Staff Member must inform the University in writing as soon as they become aware of the Conflict or potential Conflict and must resolve the Conflict or potential Conflict as reasonably required.

21.6 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.

- 21.7 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

- 21.8 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.
- 21.9 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.

22. INTELLECTUAL FREEDOM

22.1

- 22.1 The University is committed to act in a manner consistent with the protection and promotion of intellectual freedom within the University and in accordance with the University's Academic Freedom Statement and Code of Conduct.

- 22.2 A legitimate exercise of intellectual freedom in accordance with subclauses 22.3 and 22.4 below is not misconduct or serious misconduct and is not subject to any disciplinary action under this Agreement or under any University policy, procedure, Code of Conduct, or the contract of employment.

- 22.3 Intellectual freedom includes:

- (a) the rights of all Staff to express opinions about the operation of the University and higher education policy more generally;
- (b) the rights of Staff to pursue critical open enquiry and to discuss freely, teach, assess, develop curricula, publish and research within the limits of their professional competence and professional standards;
- (c) the right to participate in public debates and express opinions about issues and ideas related to their field of expertise;
- (d) the right of all Staff to participate in professional and representative bodies and to engage in community service without fear of harassment, intimidation or unfair treatment; and
- (e) the right to express unpopular or controversial views, although this does not mean the right to vilify, harass or intimidate.

- 22.4 In the exercise of intellectual freedom, Staff will act in a professional and ethical manner and will not harass, vilify or defame the University or its Staff.

- 22.5 The University will encourage Staff to participate actively in the operation of the University and in the community. The University will take all reasonable steps to ensure that all governing bodies within the University operate in a transparent and accountable manner, encouraging freedom of expression and thought. This does not prevent a University committee from considering a matter 'in camera'.

23. HEALTH AND SAFETY

- 23.1 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

- 23.2 The responsibilities and functions of elected health and safety representatives (e.g., participation on health and safety advisory groups and training) will be taken into account by their Supervisor when determining their workloads.
- 23.3 Where, in the course of their employment, a Staff Member engages in duties and/or workplaces that expose them to a significant risk from hazardous substances and materials, noise and/or dangerous work practices the University may require the Staff Member to undergo regular medical examinations and, where necessary, receive immunisation against infectious diseases. The University will meet the cost of medical assessments and immunisations required under this Agreement. For the nominal term of this Agreement, the University will make available through MQ Health an annual influenza vaccine at no cost within an identified period for all Staff (including Casual Staff). Copies of medical reports and medical tests will be provided to the University and relevant Staff.

Independent Medical Examination

- 23.4 Where the University believes that a Staff Member's illness or injury is impacting their attendance or performance at work, or that of the Staff Member's colleagues, the University may require a Staff Member to undergo an independent medical examination. A statement setting out the inherent duties performed by the Staff Member will be provided to the medical practitioner to assist in the assessment. A copy of the referral documentation will be provided to the Staff Member upon request.
- 23.5 The University will nominate a medical practitioner to conduct the medical examination at its expense and provide written notice that a medical examination is required. The nominated medical practitioner will not be a staff member of the University or MQ Health Pty Limited. The University will provide a copy of the medical report to the Staff Member.
- 23.6 The medical report may be used to inform the development of a return to work plan (or an amended plan depending on the circumstance).
- 23.7 If the medical report, referred to in sub-clause 23.5 and 23.6 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 57.6 of this Agreement relating to Termination on the Grounds of Incapacity.

Provision of Uniforms and Personal Protective Equipment/Clothing

- 23.8 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.
- 23.9 The University will supply compliant safety equipment and/or protective clothing as required under relevant legislation.
- 23.10 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.

- 23.11 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
- 23.12 The University will consult with Staff prior to the purchasing or replacement of uniforms safety equipment and/or clothing.

Staff Amenities and Facilities

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

First Aid Officers

- 23.14 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.
- 23.15 These officers must have current nationally recognised Statement/s of Attainment issued by a Registered Training Organisation (RTO) for the relevant nationally endorsed first aid units of competency or equivalent qualification. The University will fund these qualifications where required.
- 23.16 The University will make payment of the first aid allowances to all appointed First Aid Officers in accordance with Schedule 4. Allowances will not be paid during periods of leave greater than 5 working days.

Compensation for Loss or Damage to Personal Property

- 23.17 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

- 23.18 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

- 23.19 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.

24. SUSTAINABILITY

- 24.1 The University's commitment to environmental and social sustainability will be set out in a sustainability *strategy*, as updated from time to time. The strategy will provide a framework for embedding sustainability principles across the University under the following key areas:
- (a) leadership and governance;
 - (b) learning, teaching and research;
 - (c) partnerships and engagement;
 - (d) facilities and operations.
- 24.2 The University and the Unions 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.
- 24.3 The University will continue to develop a culture that supports environmental and social sustainability by:
- (a) demonstrating leadership through continual improvement towards environmental and social sustainability outcomes;
 - (b) developing and maintaining programs to build staff awareness of sustainability principles and embed sustainability practices;
 - (c) reporting on performance against sustainability targets and making such reports publicly available;
 - (d) encouraging Staff to raise matters relating to environmental sustainability issues such as transport, waste, pollution, energy and water use, greenhouse gas emissions or environmental mismanagement;
 - (e) consulting with Staff on the introduction and integration of practices that aim to improve the University's sustainability performance. To assist with this goal a representative of the CPSU and the NTEU will be invited to:
 - (i) attend meetings of the University's Sustainability Representative Network or equivalent; and
 - (ii) participate in the review and redevelopment of future sustainability strategies.

PART 5: ABORIGINAL AND/OR TORRES STRAIT ISLANDER EMPLOYMENT

25. ABORIGINAL AND/OR TORRES STRAIT ISLANDER EMPLOYMENT

- 25.1 The University, the CPSU and the NTEU endorse a strategic plan for advancing excellence as set out in University's Indigenous Strategy in place from time to time (**Strategy**). The Strategy provides a framework for advancing Indigenous employment outcomes with the shared goal of increasing Aboriginal and/or Torres Strait Islander employment within the University. The Strategy will also provide a framework for establishing and maintaining an environment that values and celebrates the culture, aspirations and contribution of Aboriginal and Torres Strait Islander people.
- 25.2 The University's commitment to advancing Aboriginal and Torres Strait Islander employment outcomes is set out in the University's Workforce Plan in place from time to time (**Workforce Plan**). The Workforce Plan seeks to build meaningful employment opportunities for Aboriginal and Torres Strait Islander Staff through a range of actions. These actions include the development of a 'grow your own' employment model to establish pathways that foster career advancement opportunities in a sustainable way.
- 25.3 The University will ensure that the implementation of the Workforce Plan is facilitated through the support of an identified Aboriginal and/or Torres Strait Islander position. The position will be responsible for working with Supervisors to implement the plan across the University.
- 25.4 Consistent with the Workforce Plan, the University will, over the life of this Agreement, use its best endeavours to increase the proportion of Aboriginal and Torres Strait Islander staff. The goal is to reach population parity based on the workforce size in 2021, which equates to a total of 100 staff members of the University's full-time equivalent fixed-term and continuing staff by 30 June 2026. These staff should generally be employed across all classification levels, consistent with the University's broader workforce profile. The parties agree that failure to reach the target will not be considered a breach of the Agreement, provided the University has used its best endeavours to attain the target.
- 25.5 The University will guarantee dedicated funding to be allocated each year to support the implementation of the aims and initiatives associated with advancing Indigenous employment outcomes, which may include recruitment and career development activities and support. The annual allocation of funding will be determined by the University in consultation with the PVC, Indigenous Strategy, but will be no less than 1 million dollars.
- 25.6 The University will maintain the position of PVC, Indigenous position (or equivalent) responsible for the senior leadership of the Indigenous strategic framework.
- 25.7 The Patyegarang Indigenous Strategic Committee is responsible for monitoring, reviewing and progressing the strategic objectives expressed within the Indigenous Strategy and the Workforce Plan. The University will invite the CPSU and the NTEU to each nominate one Aboriginal and Torres Strait Islander Staff Member to participate as a member of the Committee. With the exception of confidential data, workforce data tabled at Patyegarang Indigenous Strategic Committee meetings will be shared with the Unions.
- 25.8 The University will provide Aboriginal cultural safety training for staff and encourage all staff to participate in the training.
- 25.9 The University will provide cultural leave for Aboriginal and Torres Strait Islander staff in accordance with Clause 35, Religious, Cultural and Ceremonial Leave.
- 25.10 The University recognises that Indigenous identity is a genuine occupational qualification for Indigenous identified positions.

- 25.11 The University is committed to the recruitment of Aboriginal and Torres Strait Islander people on merit to positions across the University. Where positions are identified as requiring an applicant to be an Aboriginal and Torres Strait Islander person as a genuine occupational qualification, the recruitment process will be as authorised by section 14 of the Anti-Discrimination Act 1977 (NSW). Non-Indigenous appointments to identified positions may only be made when attempts to source suitable candidates have been unsuccessful and will normally be on a fixed-term basis.
- 25.12 Selection committees for positions identified as requiring an applicant to be an Aboriginal and Torres Strait Islander Person as a genuine occupational qualification will have at least one Aboriginal and Torres Strait Islander member.

Indigenous Language Allowance

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

(a) Level 1 – \$2,500 per annum

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

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

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

PART 6: DIVERSITY AT MACQUARIE

26. DIVERSITY AND INCLUSION

Principles

- 26.1 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.
- 26.2 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.
- 26.3 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. The University will review the outcomes of recruitment and promotion processes to monitor the effectiveness of its diversity and inclusion strategies.

Diversity, Inclusion and Belonging Framework and Committees

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

Gender Equity

- 26.6 The University and the Unions endorse the commitments outlined in the **University's Equity, Diversity & Inclusion policy; Diversity, Inclusion and Belonging Framework; and associated action plans**. The University's commitments and actions aim to build a diverse, gender balanced workforce and improve pay equity across Professional Staff salary levels.
- 26.7 The University will undertake annual reporting of salary data of professional staff. The reporting will include aggregated salary data by gender across each salary level.
- 26.8 The salary data will be made available to the Executive Group. The salary data will also be made available to the Unions or any Staff Member on request.

Staff with Disabilities

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

Cultural and Linguistic Diversity

26.10 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. The University's commitments and actions to support equitable access and participation for staff from culturally and linguistically diverse backgrounds will be addressed in the Workplace Diversity, Inclusion & Belonging Action Plan.

Dignity and Respect at Work

27.11 The University and its Staff recognise that they have obligations under:

- (a) the *Fair Work Act 2009* (Cth);
- (b) Federal and State anti-discrimination legislation; and
- (c) the *Work Health and Safety Act 2011* (NSW)

27.12 Behaviours which breach relevant anti-discrimination and/or work health and safety legislation will not be tolerated at the University and will be subject to the provisions of clause 50 (Misconduct and Serious Misconduct).

27.13 The University will provide information and training to Staff on their obligations under relevant anti-discrimination and work health and safety legislation and review associated policies in accordance with the University's policy framework, as amended or replaced from time to time.

Other matters

26.11 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

27. COMMON LEAVE PROVISIONS

27.1 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.

27.2 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.

28 ANNUAL LEAVE

28.1 Eligibility and Entitlement

Full-time staff	140 hours (4 weeks) of annual leave per calendar year of continuous service (and pro rata for incomplete years).
Part-time staff	On a proportionate basis of the Full-time entitlement.
7 Day Continuous Shift Worker	175 hours (5 weeks) of annual leave per calendar year of continuous service (and pro rata for incomplete years).
Casual staff	No entitlement: loading included in hourly rate in lieu of (among other things) annual leave.

Taking Annual Leave

28.2 Subject to sub-clause 28.4, 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.

- 28.3 The University will ensure that Staff have the opportunity to take annual leave in an unbroken period at a mutually convenient time.
- 28.4 Notwithstanding sub-clause 28.2, a Staff Member may apply to their Supervisor to defer taking leave to enable accrual to a maximum of 10 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

- 28.5 In the absence of an agreement under sub-clause 28.4 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.
- 28.6 A direction or directions made under sub-clause 28.5 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.
- 28.7 Where the Staff Member is directed to take annual leave under sub-clause 28.5, 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

- 28.8 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.
- 28.9 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.
- 28.10 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

- 28.11 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.
- 28.12 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.
- 28.13 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 28.11, 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

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

Payment in Lieu on Termination

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

Continuity of Service

- 28.16 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.
- 28.17 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

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

29. PERSONAL LEAVE

- 29.1 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

- 29.2 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.

Full-time staff	Staff will be credited with an entitlement of 175 hours (5 weeks: 3 weeks Sick Leave, 2 weeks Other Personal Leave) on 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).
Part-time staff	Proportionate of the Full-time entitlement.
Casual staff	No entitlement to paid personal leave.

Taking Personal Leave

- 29.3 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.
- 29.4 Staff will be entitled to paid sick leave when they are unable to attend work due to personal illness or incapacity. When applicable, the Staff Member must provide supporting documentation as specified in the Leave Policy from time to time. Paid sick leave is not available if a Staff Member is receiving workers' compensation payments in respect of their absence.
- 29.5 Other Personal Leave may be accessed for absences due to:
- Family/carer responsibilities. Such responsibilities may include care for a Family Member who is ill or incapacitated; temporary and unexpected absence of the usual carer; or an unexpected emergency.
 - Compassionate or bereavement leave. Where a family member has a serious illness, injury or dies, personal leave may be accessed to attend the person, make arrangements for and/or attend the funeral and attend to arrangements after the funeral. The Staff Member may access a maximum of 5 days personal leave per occasion. For the purpose of bereavement

leave, Family Member will include aunt, uncle and siblings-in-law including siblings of same sex 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;
 - (ii) working in collaboration with approved organisations and groups in the community to ensure that volunteering projects are meaningful and productive for both parties.

29.6 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.

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

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

30. LONG SERVICE LEAVE

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

30.2 Long service leave is centrally funded.

Eligibility and Entitlement

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

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

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

30.5 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.

- 30.6 Where a Staff Member has completed at least 5 but less than 10 years Continuous Service and their service is terminated, in accordance with the Leave Policy, the Staff Member is entitled to a proportionate amount of long service leave on the basis of 2 months for 10 years Continuous Service.

Recognition of Prior Service

- 30.7 Previous continuous service with other Australian universities, will be recognised for the purpose of determining long service leave eligibility on the following basis for Staff employed by the University:

- (a) on or after 1 January 1974 from those Australian universities that grant transferability of long service leave to Staff from the University (except for service prior to 1 January 1974);
- (b) up until 30 April 1977 from those New South Wales universities for whom all continuous paid service with bodies recognised by those universities will also be counted;
- (c) on or after 1 June 1988 from Colleges of Advanced Education; and
- (d) from the Australian Vice-Chancellors Committee or Universities Australia.

- 30.8 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

- 30.9 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 Leave Policy.

Payment in lieu on termination

- 30.10 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

- 30.11 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.

31. PARENTAL LEAVE

Purpose

31.1 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.

31.2 This clause applies as if a reference to the “placement” of a child with a view to adoption were a reference to the “adoption” of a child, pursuant to the *Paid Parental Leave Act 2010 (Cth)*.

Entitlement to Paid Leave

31.3 All paid parental leave referred to in the table below is to be calculated in accordance with sub-clause 31.11.

<p>(a) Paid Parental Leave - Primary carer of newborn child</p>	<p>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</p> <p>A Staff Member with more than 1 years Continuous Service at the time of the birth of the child will be entitled to an additional 12 weeks paid leave.</p> <p>The entitlement to paid parental leave will be reduced by any partner's leave the Staff Member has taken at the time of the birth of the child.</p>
<p>(b) Paid Parental Leave - Surrogate</p>	<p>A Staff Member, who is a surrogate, will be entitled to 6 weeks paid leave for the purpose of childbirth and recovery from childbirth.</p>
<p>(c) Paid Parental Leave - Primary carer of adopted child</p>	<p>A Staff Member who is the primary carer of their adopted child will be entitled to 14 weeks paid leave from commencement of employment.</p> <p>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.</p> <p>Eligibility for parental leave will be on that basis that the adopted child:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
<p>(d) Paid Parental Leave – Primary carer of foster child</p>	<p>A Staff Member who is the primary carer of a foster child will be entitled to 6 weeks paid parental leave at half pay.</p> <p>Eligibility for paid parental leave will be on the basis that:</p> <ul style="list-style-type: none"> (i) the foster child is under 18 years of age; (ii) the foster parenting arrangement is for a long-term placement.

	Parental leave will normally commence from the date on which the Staff Member takes custody of the child.
(e) Paid Partner's Leave	Up to 4 weeks paid leave at the time of the birth or adoption of the child for Full-time staff (or the pro rata equivalent for Part-time staff). Entitlement to parental leave will be reduced by any partner's leave taken at the time of the birth or adoption of the child.

Entitlement to Unpaid Leave

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

(a) Unpaid parental leave - primary carer of new born child or adopted child	A Staff Member will be entitled to unpaid parental leave up to the child's second birthday. Unpaid parental leave may begin at any time up to 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

31.5 If a Staff Member's partner is employed by the University, paid leave may be shared up to the total eligible entitlement. The total eligible entitlement to be shared is 26 weeks for Staff Members with more than 1 year of Continuous Service and 14 weeks for Staff Members with less 1 year of Continuous Service.

31.6 A casual staff member who has:

(a) been employed by the University on a regular and systematic basis for a period of at least 12 months as at the expected date of birth or placement; and

(b) but for the expected birth or placement of the child, would have a reasonable expectation of continuing casual employment on a regular and systematic basis

will be eligible for paid parental leave under this clause 31 (**Eligible Casual Staff Members**).

31.7 Subject to subclause 31.8 below, fixed-term and Eligible Casual Staff Members, who satisfy eligibility requirements, will be entitled to payment for the full period of parental leave.

31.8 Fixed-term Staff Members who have commenced and are on a period of paid parental leave on the date their contract expires, will be entitled to payment for the full period of paid parental leave to which they have an entitlement. Payment of parental leave taken in service will be paid at the Staff Member's ordinary rate. Any remaining payment made on the expiration of their contract will be paid at the Staff Member's Base Salary as a lump sum. This will not extend the term of the Staff Member's fixed-term contract.

Other Paid Leave Before Parental Leave

31.9 A Staff Member may take up to 2 days paid leave to attend compulsory interviews as part of a placement arrangement with a view to adoption, surrogacy or foster care arrangement.

31.10 If a Staff Member or a Staff Member's partner is pregnant, they may take personal leave for routine medical appointments and for prenatal classes held in working hours.

Calculation of paid leave

31.11 Paid parental leave will be calculated on the Staff Member's Base Salary immediately prior to commencing parental leave based on the table below, except in circumstances referred to in sub-clause 31.17 regarding Transfer to Safe Work, sub-clause 31.33 regarding *Further Pregnancy*.

For Continuing and Fixed-Term Part-time Staff Members	Where a Staff Member is Part-time or has worked Part-time 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.
For Eligible Casual Staff Members	Paid parental leave for an Eligible Casual Staff Member who meets the eligibility requirements will be calculated on a pro-rata basis using the average service fraction of the Staff Member over the 12 months immediately prior to commencing parental leave.

Taking Parental Leave

31.12 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.

31.13 A Staff Member should not take paid parental leave at the same time as the Staff Member's partner but this does not apply to:

- (a) 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.

31.14 A Staff Member may elect to take a period of annual leave or long service leave to which there is an entitlement, instead of unpaid parental leave. The period of annual leave or long service leave will be treated as part of parental leave.

31.15 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.

31.16 A Staff Member who returns to work within their period of paid leave may bank the difference to use for discretionary purposes. This retained entitlement may be taken at any time, in agreement with the 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

31.17 Where illness or risks arising out of pregnancy or hazards connected with normal duties make it inadvisable for a pregnant Staff Member to continue in her substantive 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.

- 31.18 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.
- 31.19 Parental leave will be paid at the rate of the Staff Member's substantive salary. If the Staff Member changed temporarily to a reduced hours position because of the pregnancy, the relevant salary when taking parental leave will be the substantive salary paid immediately before the hours of work were reduced.

Premature Birth, Still Birth or Pregnancy Loss

- 31.20 If a Staff Member gives birth prematurely they will be treated as being on paid parental leave from the date they commence leave to give birth to the child and any previous leave arrangements may need to be varied.
- 31.21 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.
- 31.22 Where a Staff Member's pregnancy terminates prior to 20 weeks gestation, they are entitled to five days paid leave for each instance of pregnancy loss. If a Staff Member does not apply for leave under this subclause, any absence from work will be Personal Leave. Long-term casuals will be considered as being on unpaid authorised absence.

Parental leave funding

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

Effect on other entitlements

- 31.24 Paid parental leave or partner's leave on full pay will count in full and parental leave paid at half pay will count to the extent of one half thereof for the accrual of annual leave.
- 31.25 Parental leave without pay counts as service for incremental purposes.

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

- 31.26 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.
- 31.27 On return from parental leave the Staff Member is entitled to return to the pre-parental leave position or, if that position no longer exists, an available position for which the Staff Member is qualified and suited nearest in status and pay to the pre-parental leave position. Suitability for redeployment to alternative positions will be managed and considered in accordance with subclause 31.34 below and clause 47, *Redundancy, Redeployment and Retrenchment*.
- 31.28 A Staff Member returning from parental leave in accordance with sub-clause 31.27 is entitled to return on a Part-time basis provided that:
- (a) the Part-time fraction is no less than 0.4 FTE;
 - (b) the Part-time period is no more than 2 years.
- 31.29 A Staff Member returning from parental leave may make a request to return on a Part-time fraction that is less than 0.4 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.

- 31.30 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 31.28.
- 31.31 For any other flexible work arrangements, a Staff Member returning from parental leave, may make a request for flexible work arrangements in accordance with clause 19 of this Agreement. The University, where it is reasonable and practicable, will attempt to accommodate the Staff Member's request subject to operational requirements.
- 3.32 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

- 31.33 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

- 31.34 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 47, *Redundancy, Redeployment and Retrenchment*.

Further Pregnancy

- 31.35 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.
- 31.36 Where a Staff Member commences parental leave without returning to work from a previous period of parental leave or has not returned to work for a period of at least 6 months prior to commencing a subsequent period of parental leave, the following scale will apply for calculating any paid leave benefit under sub-clause 31.2:

Second consecutive period of parental leave without returning to work for at least 6 months	0.4 FTE
Third consecutive period of parental leave without returning to work for at least 6 months	0.2 FTE
Fourth or subsequent consecutive periods of parental leave without returning to work for at least 6 months	0.0 FTE

32. GENDER AFFIRMATION LEAVE 32.1 The University will support staff who are affirming their gender in a safe, positive, and inclusive manner. The University recognises that each person's journey is unique and personal starting from the day that a decision is made to commence gender affirmation.

32.2 A Staff Member (excluding a Casual Staff Member) who is going through a gender affirmation process is entitled to 20 days paid leave per annum (pro-rata for part time staff) for affirmation processes.

32.3 A Staff Member can apply for approval from their supervisor to take up to 10 days' gender affirmation leave in advance, reducing their future gender affirmation leave entitlement by the same amount. The request will include the reason(s) why the Staff Member seeks to take the leave in advance. A request to take gender affirmation leave in advance will not be unreasonably refused.

32.4 The Gender affirmation leave may be used for the purpose of attending medical appointments, undergoing and recovering from medical procedures, undertaking any legal processes relating to the affirmation, or other activities essential to the Staff Member's gender affirmation of their gender.

32.5 Gender affirmation leave may be taken in any quantum, including half days, as a whole day or multiple days.

32.6 The Staff Member may be required to provide reasonable evidence that the leave is being used for the purpose intended by this clause. This may include, but is not limited to, a medical certificate from a treating medical practitioner, a letter from a legal practitioner, or a statutory declaration.

32.7 This Gender affirmation leave is in addition to any other leave entitlements that may be available to the Staff Member under this Agreement, including unpaid leave.

Other Related Matters

32.8 In addition to the above, the University will support any staff member who is a transgender person and is affirming their gender by:

- (a) updating University records in relation to gender, name, title etc (noting that the University may require evidence such as statement from a registered medical practitioner or psychologist, official document such as passport, birth certificate, gender recognition certificate or similar);
- (b) providing a new staff photo ID card, where requested;
- (c) communicating with the staff member's supervisor and colleagues, where requested by the staff member;
- (d) providing access to flexible working arrangements in accordance with Clause 19; and
- (e) any other reasonable request from the Staff Member.

33. FAMILY AND DOMESTIC VIOLENCE

33.1 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.

33.2 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.

- 33.3 A Staff Member (other than a Casual Staff Member) who is affected by Family and Domestic Violence may access up to twenty days of paid Family and Domestic Violence Leave per year, including for the following reasons:
- (a) attending medical appointments;
 - (b) organising alternative accommodation, care and/or education arrangements;
 - (c) attending court hearings and/or police appointments;
 - (d) accessing legal advice.
- 33.4 Casual Staff Members are entitled to 10 days paid Family and Domestic Violence Leave per year. For clarity, if a casual staff member is not scheduled to work on the day they require the leave, the staff member is not eligible for the paid leave. If the staff member is expected to be on duty the day they require the leave, they will be paid the amount they would have received had they attended work and not taken the leave.
- 33.5 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.
- 33.6 A Staff Member seeking to access leave as specified in sub-clauses 33.3 and 33.4 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.
- 33.7 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.
- 33.8 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.

34. COMMUNITY LEAVE

- 34.1 Community leave may be granted to Staff (excluding casuals) in accordance with University guidelines to enable them to perform a service to the community.
- 34.2 This leave applies only to activities that are:
- (a) not regarded as duty;
 - (b) not covered by other forms of available leave.
- 34.3 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.
- 34.4 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
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	<p>donate a kidney or partial liver and will provide supporting medical documentation from their medical practitioner.</p> <p>Where a medical practitioner confirms a Staff Member is able to proceed with the donation surgery, the University will:</p> <ul style="list-style-type: none"> (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	<p>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.</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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. <p>Other than above, a Staff Member summoned or called as a witness is required to take annual leave or make alternative working arrangements.</p>
(d) Volunteer Emergency Services	<ul style="list-style-type: none"> (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	<p>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.</p> <p>Eligibility and entitlement for all staff (excluding casuals):</p> <ul style="list-style-type: none"> (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; <p>A further period of up to 4 days may be granted on request from the Commanding Officer of the Reserve Unit.</p>

35. RELIGIOUS, CULTURAL AND CEREMONIAL LEAVE

- 35.1 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.
- 35.2 Staff will provide appropriate documentation to their Supervisor.
- 35.3 Eligibility and entitlement

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

Entitlement	Approval Process
Up to 5 days paid leave and 10 days leave without pay per annum to fulfil ceremonial obligations. 1 day paid leave per annum to participate in National Day events	Leave will be approved by the Staff Member's Supervisor, following consultation with HR and/or the PVC, Indigenous Strategy, if necessary.

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

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

36. STUDY AND GRADUATION LEAVE

Study Leave

- 36.1 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

For Full-time Staff Members	<p>½ hour paid leave for every hour of compulsory attendance to a maximum of 4 hours per week</p> <p>15 days paid leave per annum for attendance at residential schools when undertaking an approved distance education course</p> <p>An additional 10 days paid leave where a course involves a thesis or major project as well as course work</p> <p>10 days paid leave for qualifying studies entirely by thesis</p>
	<p>For masters degree studies by research and thesis the total grant of paid leave is:</p> <p>(a) 25 days for courses of 2 years minimum duration</p> <p>(b) 35 days for courses of 3 years minimum duration</p>
	For doctoral studies the total grant is 45 days.
Part-time Staff	Proportionate to the Full-time entitlement

Examination Leave

- 36.2 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.

Graduation Ceremony Leave

- 36.3 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.
- 36.4 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.

37. PURCHASED LEAVE

Purchased Leave

- 37.1 In this clause the following definitions apply:
- (a) Period of Purchased Leave refers to a period of leave taken in accordance with sub-clauses 37.2 – 37.6 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.
- 37.2 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.
- 37.3 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.
- 37.4 Purchased leave will count as Continuous Service for all purposes.
- 37.5 Purchased leave will be funded by a corresponding reduction in the Staff Member's annual salary.
- 37.6 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.

38. SPECIAL LEAVE

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

39. LEAVE WITHOUT PAY

- 39.1 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.

40. PUBLIC HOLIDAYS AND UNIVERSITY CONCESSIONAL DAYS

- 40.1 All staff (excluding Casualls) will be paid leave for all declared public holidays in NSW (excluding local declared public holidays). Staff will receive 3 days paid absence between 26 December and 1 January (**University Concessional Days**).
- 40.2 A Staff Member who is required to work on a public holiday will be paid at the rates set out in clause 17 or will take alternate days off.
- 40.3 A Staff Member who is required to work on a University Concessional Day will be permitted to take an alternative day off.

PART 8: DEVELOPMENT AT MACQUARIE

41. PROGRESSION

Incremental progression

- 41.1 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 Development and Performance 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 48, *Unsatisfactory Performance* or clause 49, *Misconduct and Serious Misconduct*. A decision on the payment of a withheld increment will be made following the review.
- 41.2 Casual Professional Staff Members will be eligible for incremental progression on the completion of 1200 hours.

Accelerated Progression

- 41.3 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.

- 41.4 Where the Staff Member is at the top of the incremental range for their salary classification and following the annual review of performance they have shown to be consistently exceeding the required level of competency then the Manager may approve an additional payment in accordance with University policy.

42. DEVELOPMENT AND PERFORMANCE REVIEW

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

43. CAREER DEVELOPMENT

- 43.1 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. Staff may apply for paid study leave in accordance with clause 36 *Study and Graduation Leave*.
- 43.2 All continuing and fixed-term Staff Members, who participate in the annual Development and Performance Review process, will discuss individual development needs with their Supervisor and identify appropriate development opportunities for the coming year.

- 43.3 Supervisors need to identify the training and development needs of casual and fixed-term Staff who do not participate in the annual Performance and Development 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.
- 43.4 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.
- 43.5 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.
- 43.6 Supervisors should ensure that time is allocated to allow Staff to participate in relevant, appropriate, approved training and development activities during normal working hours.
- 43.7 Where the University provides the opportunity to participate in training and development activities, the University will reimburse a participating Staff Member for course or conference attendance fees and any necessary travel and accommodation expenses and allowance.

Macquarie University Scholarship Program

- 43.8 The Macquarie University Scholarship Program is designed to recognise potential and reward outstanding performance of Staff Members.
- 43.9 The Scholarship Program will include at least two fully funded scholarships to undertake a masters program or other approved courses of study with the University.
- 43.10 The scholarships will be offered on an annual basis to continuing and fixed-term Staff Members. Applications for the Scholarship Program will be assessed by a selection process that is equitable and upholds the principle of competition on merit.

Staff Mobility Initiatives

- 43.11 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.
- 43.12 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 Development and Performance Review process.
- 43.13 The University will maintain a central register for Staff to express an interest in internal and temporary job opportunities. The register will enable Staff to indicate areas and/or positions of interest and identify their existing skills, capabilities and qualifications.
- 43.14 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 PSIC.

44. HIGHER DUTIES

- 44.1 Where the University requires a Staff Member to perform some or all of the duties of a position classified at a higher level for a minimum period of 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 the equivalent of the minimum salary for the level of the higher classified position.

- 44.2 Where the Staff Member is not undertaking all the duties of the position then a proportion of the [minimum salary for the level of the higher level position may](#) be paid for the proportion of work performed. The Staff Member will be advised of the extent of the duties to be performed and the 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.
- 44.3 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 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.
- 44.4 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.
- 44.5 Where a Staff Member is paid a Higher Duties Allowance for a period greater than 12-months they will be eligible for incremental progression to the next step of the higher classified position and the allowance will become superannuable.
- 44.6 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.
- 44.7 Opportunities to act in higher classified positions should be seen as professional development for Staff Members and be offered on an equitable basis.

45. POSITION CLASSIFICATION

- 45.1 The University will classify Professional Staff positions up to and including Level 9 in accordance with Schedule 4 of this Agreement. Professional Staff positions within the Level 10 bands will be classified using a recognised external job evaluation method.
- 45.2 The University may refer a position description for review of its classification level in accordance with the descriptors, as found at Schedule 5 of this Agreement. Position descriptions will usually be developed by the Supervisor in consultation with the incumbent (where there is an incumbent). Staff in the work area, whose work directly interacts with the position being reviewed, will be notified of proposed changes.
- 45.3 Where they believe the level of the position they occupy may have changed, a Staff Member can have the position description reviewed by Human Resources in order to establish the classification level of the position. The request will set out the reasons why the Staff Member believes the position should be reclassified.
- 45.4 A position will not ordinarily be considered for reclassification within 12-months of its last review, unless a significant workplace change has taken place or the incumbent has vacated the position.
- 45.5 The position classification review will be:
- (a) of the position not the incumbent;
 - (b) applied consistently for all positions covered by HEW Levels 1 to 9;
 - (c) carried out in a timely manner without undue delay;
 - (d) based on an assessment of the position description documentation against the classification standards as set out in Schedule 5;
 - (e) undertaken irrespective of funding; and
 - (f) transparent, with the outcomes documented.

- 45.6 A position description is used as the basis for determining the appropriate classification level of a position against the classification standards. A position description will include information on the following:
- (a) the purpose of the position and its overall context within the workplace;
 - (b) the degree of task complexity;
 - (c) the scope for decision making;
 - (d) the level of knowledge, experience and skill required;
 - (e) the challenges and problem solving within the position; and
 - (f) the relationship of the position to other positions within the work unit.
- 45.7 If, during the evaluation process, it is identified that the position documentation supplied is not sufficient to accurately classify the position more information may be obtained in written format, by visiting the workplace or by interviewing Staff Members and/or management of the work area.
- 45.8 The effective date of a new classification level and remuneration for a position that has been upgraded as a result of a classification review will be the date on which the Position Description and application for review was lodged with Human Resources.
- 45.9 Where a position is classified one HEW Level lower than the current classification, the incumbent (where there is one) will have their current HEW Level maintained until such time as they vacate the position

Position Classification Appeal

- 45.10 A Staff Member may appeal the position classification review outcome by submitting a statement, including the grounds and reasons for the appeal of the position classification review outcome, to the Chief People Officer.
- 45.11 The appeal will be considered by a Position Classification Appeals Committee comprising:
- (a) a nominee of the University (other than the officer responsible for conducting the original classification review);
 - (b) one nominee of the Union/s; and
 - (c) an independent Chair selected by the Chief People Officer from a pool of appropriately qualified practitioners. The pool will be agreed between the Chief People Officer and the Branch Presidents of the Union/s.
- 45.12 The University will provide all Committee members with appropriate training in job evaluation prior to any Committee proceedings.
- 45.13 The Committee will consider all documentation associated with the classification review and may interview the Staff Member and their Supervisor in order to gain additional information about the position. The Committee will recommend to the Chief People Officer the appropriate classification level of the position.
- 45.14 The Chief People Officer will give consideration to the recommendation of the Committee before making a decision on the appeal. The decision of the Chief People Officer will be communicated to the Staff Member in writing specifying the reasons for the outcome of the review.
- 45.15 In all other respects the classification of positions will be carried out in accordance with the University's policy, procedures and administrative arrangements for Position Classification Review of Professional Staff Positions that are in place from time to time.

PART 9: MANAGING CHANGE AT MACQUARIE

46. MANAGING CHANGE IN THE WORKPLACE

- 46.1 Sound management of workplace change includes the involvement of all people who will be affected by the change. The University is committed to a transparent workplace change process, which ensures that it is able to adapt to changing circumstances while minimising and mitigating any adverse effects to the University community.
- 46.2 If the Staff Member has been employed in the same or substantially similar position in the same department (or equivalent), the Staff Member cannot be subject to more than one formal workplace change process under subclause 46.8 where their position is specifically identified for redundancy in a two-year period. This subclause does not apply to voluntary redundancies or where exceptional circumstances arise, including substantial adverse changes in Government funding or major negative economic disruption.
- 46.3 If under subclause 46.2, the University believes that exceptional circumstances exist, the University will discuss the circumstances and potential alternatives to workplace change with the Unions.
- 46.4 The University will, usually and where appropriate, discuss with Staff issues that might lead to change and conduct an analysis of positions, processes and work before developing a formal change proposal/paper as required under 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
- 46.5 Retrenchment in accordance with clause 47 of this Agreement will be a last resort. The University will minimise the need for retrenchment to the extent reasonably practicable by considering any proposals put forward by Staff and/or the Union during the consultation process and/or during the notice and associated redeployment period. Examples of measures proposed by Staff and/or the Union may include:
- (a) reducing numbers through natural attrition;
 - (b) inviting expressions of interest for voluntary redundancy;
 - (c) pre-retirement contracts;
 - (d) change of appointment fraction;
 - (e) leave without pay;
 - (f) job sharing arrangements;
 - (g) long service leave; and /or
 - (h) redeployment
- 46.6 Staff will be entitled to be represented by the Union or other Representative at any stage of discussion of the workplace change.

Significant Effects

- 46.7 Where the University is considering workplace change that could reasonably be expected to have significant effects on Staff they will engage in a consultative process with all affected Staff and their Unions. Significant effects may arise from, but are not limited to:
- (a) the need to transfer Staff to other work or locations including transfer to a new employer;
 - (b) a reduction in the number of positions and/or significant changes to the composition of the workforce;;
 - (c) the alteration of hours of work across a work unit;
 - (d) the alteration of the way in which work is performed and organised within a work unit which may be due, but not limited to, the introduction of new technology or other changes to

programs or organisation structure and which may have a reasonably foreseeable adverse impact on staff workload;

(e) the closure of a University work unit or part of a University work unit;

(f) any proposal to contract out the work currently being performed by any Staff Member, or to commence using (or increase the use of) independent contractors or labour hire workers to perform types of work currently being performed by Staff; or

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

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

(a) documentation setting out recommended changes and the rationale for the change, including objectives and aims of the change and proposed high level position descriptions for any proposed new or significantly changed positions (covering position purpose and key accountabilities) and staffing profiles;

(b) an assessment of the likely effects of the change on Staff, including:

(i) changes to positions;

(ii) changes to structures

(iii) any clearly identifiable and disproportionate potential impact the impacts on women, staff with disabilities, LGBTQI+ staff, culturally and linguistically diverse staff, and/or indigenous employment;

(iv) any changes that may affect work health and safety

(v) proposed redundancies and/or redeployments,

(vi) any collective staff training needs;

(vii) the closure of a University work unit or part of a University work unit;

(viii) any proposals to mitigate the negative effects of the change;

(c) the identification of any work that will remain from positions proposed to be made redundant, and any proposals for the redistribution of that work within the workloads of remaining staff,

(d) the proposed timelines for implementation;

(e) the financial implications of the proposed change.

Concurrent consultation process

46.9 In circumstances where proposed workplace changes do not involve a reduction in the number of positions, do not include adverse effects on workloads arising from a reduced number of positions or create redundancies or downgraded positions, the University may concurrently undertake the procedures set out at sub-clause 46.8 with those set out at sub-clause 46.11

Feedback

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

Implementation

46.11 When the University confirms a decision to proceed with the change proposal, it will:

- (a) inform affected staff and their Unions;
- (b) consider and address key themes and issues arising from submissions from affected staff;
- (c) confer with affected staff and their Unions with a view to reaching agreement about the implementation of the change, including the timeline of implementation and measures to mitigate any negative consequences for staff arising from the change (including adverse impact on workloads arising from a reduced number of positions) and a process for monitoring the effects of the change after implementation;
- (d) 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.

46.12 Where implementation of workplace change leads to a continuing position becoming redundant, the University will implement the redundancy provisions of this Agreement. Where implementation of workplace change leads to a fixed term position becoming redundant, the University will proceed in accordance with the relevant provisions in clause 10, Fixed-Term Employment.

Post Implementation Reviews

46.13 [Where the University proceeds with a change under clause 46.11, it may determine to undertake a Post-Implementation Review.](#)

46.14 [This review will assess the implementation of the change against the rationale, expected outcomes, and likely effects of the change on staff as outlined in the change paper. Staff Members from the affected unit and the Unions will be invited to comment on implementation of the change, including any impact on staff workloads.](#)

46.15 A request for a post implementation review may also be made by the Unions. If this request is agreed to by the University, the review will be done in accordance with sub-clause 46.13.

46.16 A Post-Implementation Review will normally occur where there has been a significant reduction in the number of positions following a change process.

46.17

Roster Change

46.18 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.

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

47. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

Application

47.1 This clause only applies to continuing Staff Members, **except the retrenchment benefit table under subclause 47.15, which may also apply to fixed-term staff members entitled to severance payment in accordance with subclause 10.20 of the Agreement.**

Notice

47.2 Where, as a consequence of clause 46, *Managing Change in the Workplace* it has been determined to make a specific position redundant, the University will provide 6 months' notice of retrenchment and associated redeployment period to the Staff Member. During the notice period, the University and the Staff Member may agree to alternative duties.

47.3 Where a Staff Member is provided with notice of retrenchment, the University may offer the Staff Member an option of reducing the notice period to 3 months to receive an additional lump sum payment. A Staff Member will have a period of 2 weeks from the date of notification to accept this offer.

Redeployment

47.4 The University will **keep a record of all Staff Members who wish to be redeployed during their notice period.**

47.5 **During the notice period, the University will proactively** take all reasonable steps to identify positions to which the Staff Member may be redeployed.

47.6 When the Staff Member and the University agree that a position is a potential redeployment opportunity, the University will give priority consideration to the placement of that Staff Member. Priority consideration includes a right to **be considered for that position before external**

candidates, and a right to interview for the position. The University will not withhold agreement that a position is a potential redeployment opportunity without reasonable justification.

47.7 Where the University identifies a position that may be suitable it will:

- a) review the skills and experience needed to perform the essential requirements of the position, documented in the relevant position description and/or job advertisement;
- b) assess if the Staff Member has the necessary skills and relevant experience or is able to be retrained to perform in the position within a reasonable period;
- 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.

47.8 If a Staff Member is assessed as not having the necessary skills, relevant experience, or ability to be retrained to perform in the position under 47.7(b), the University will provide the Staff Member with written feedback about that assessment.

47.9 The Staff Member will not refuse a reasonable offer of redeployment or training and may only be redeployed to a lower classified position by agreement.

47.10 Where a Staff Member is redeployed to a lower classified position, the Staff Member will receive maintenance of salary payments from the date of transfer for a period of 12-months. The salary maintenance will not include payment of Allowances that were particular to the previous position and not relevant to the new position.

47.11 Where appropriate, the University may offer a Staff Member a trial redeployment period (Trial Period) provided that the trial period is no longer than the relevant notice period. During the Trial Period, the Supervisor and the Staff Member will be provided with an opportunity to trial the suitability of a position. The University or the Staff Member may end the Trial Period by giving 10 days written notice.

47.12 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.

47.13 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

47.14 If, during the period of notice, a Staff Member, whose position has been made redundant under clause 47, resigns their employment or agrees that redeployment is not an option, they will still be entitled to payments under sub-clause 47.15 plus a payment for the balance of the notice period or 4 weeks' pay whichever is the lesser.

Retrenchment Benefit

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

Component	Calculation	Eligibility
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(a) a lump sum payment calculated in accordance with the Continuous Service Scale	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	All Staff
(b) any entitlements to accrued annual leave	Calculated in accordance with sub-clause 28.15	All Staff
(c) any entitlements to long service leave	Calculated in accordance with sub-clause 30.10 The proportionate entitlement will be calculated in accordance with sub-clause 30.6	All Staff with an accrued entitlement. A Staff Member with at least 5 but less than 10 years Continuous Service will be paid a proportionate entitlement.
(d) any entitlements to monies held under the Deferred Salary Scheme	The amounts withheld under the Deferred Salary Scheme	All Staff participating in the Deferred Salary Scheme
(e) a lump sum payment equivalent to 13 weeks salary	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	A continuing Staff Member who is offered and accepts the option of a Reduced Notice Period

47.16 In addition to the Retrenchment Benefit, a Staff Member whose position has been made redundant and is not receiving a Voluntary Redundancy Benefit referred to in sub-clauses 47.18 – 47.20 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

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

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

Voluntary Redundancy

- 47.18 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. If a Staff Member submits an application for voluntary redundancy within 2 weeks of the date of the invitation and the University accepts the application, the Staff Member will be entitled to a lump sum payment of 4 weeks salary in addition to the voluntary redundancy benefit. The University may reject any application for voluntary redundancy where it considers that the position is necessary to its ongoing operations.
- 47.19 Where the University accepts an application for voluntary redundancy, the University will consult with the Staff Member before confirming the final date of employment.
- 47.20 The voluntary retrenchment benefit will be calculated in accordance with the table:

Component	Calculation	Eligibility
lump sum payment of 20 weeks salary	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	All Staff
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
any entitlements to accrued annual leave	Calculated in accordance with sub-clause 28.15	All Staff
any entitlements to long service leave	Calculated in accordance with sub-clause 30.10	All Staff with an accrued entitlement.
	The proportionate entitlement will be calculated in accordance with sub-clause 30.6	A Staff Member with at least 5 but less than 10 years Continuous Service will be paid a proportionate entitlement.
lump sum payment equivalent to 4 weeks salary	Calculated at the Staff Member's Base Salary (excluding loadings) at the date of cessation	A Staff Member who has submitted an application for Voluntary Redundancy within 2 weeks of the date of the invitation

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

Re-employment after Redundancy or Retrenchment

- 47.22 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).

47.23 If requested by a Staff Member, who is terminated by way of redundancy or retrenchment, the University will provide a letter certifying that they occupied a position deemed to be surplus to the requirements of the University.

Redundancy Review

47.24 A Staff Member who elects to seek a review of the decision to declare their position redundant must apply to the Chief People Officer within 7 working days of receipt of the redundancy notice.

47.25 On receipt of a request for a review the Chief People Officer will appoint a Redundancy Reviewer. The Reviewer will be appointed from a pool agreed between the Vice-Chancellor and the Branch Presidents of the Union/s. The Reviewer will be external to the Staff Member's Faculty/Office and may be external to the University.

47.26 The Reviewer will, within 10 working days of appointment by the Chief People Officer review documentation relevant to the decision to declare a position redundant. The Reviewer will prepare a written report on whether:

- (a) fair and objective criteria were used to identify the redundant position; and
- (b) in the case of more than 1 redundancy, the University acted fairly and properly in the selection of Staff against the criteria.

47.27 The Reviewer:

- (a) will allow the Staff Member (and/or, if they so choose, their Representative) to address the reasons for requesting a review, respond to any documentation before the Reviewer and answer any questions from the Reviewer;
- (b) may seek further material and meet with other Staff or representatives of the University if they consider it necessary.

47.28 The Reviewer will provide a report of its findings to the Chief People Officer who will forward the report and associated materials to the appropriate Deputy Vice-Chancellor or equivalent for consideration and decision. Upon request, a copy of the report will also be provided to the Staff Member.

47.29 The Deputy Vice-Chancellor or equivalent may:

- (a) overturn a decision to declare a Staff Member's position redundant;
- (b) request the Manager reconsider the criteria used to identify redundant positions;
- (c) review the Staff chosen for retrenchment; and/or
- (d) confirm that the redundancy and retrenchment will proceed as advised.

PART 10: MANAGING PERFORMANCE AND CONDUCT AT MACQUARIE

48 UNSATISFACTORY PERFORMANCE

Administration

48.1 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 13, *Probation*.

48.2 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

- 48.3 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.
- 48.4 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.
- 48.5 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.
- 48.6 At the end of the period specified in sub-clause 48.5(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.
- 48.7 Notwithstanding sub-clause 48.6, 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

- 48.8 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 48.6 (b) (ii).
- 48.9 The Manager:
- (a) will review the report and any response from the Staff Member;
 - (b) may seek further information from the Staff Member or Supervisor regarding the report or the response from the Staff Member; and

- (c) will, if requested by the Staff Member, seek input from up to 3 colleagues nominated by the Staff Member and give them a reasonable opportunity to provide such input. The nominated colleagues must be in the Faculty or Office in which the Staff Member works.
- 48.10 Having regard to the report and any further information obtained in the process referred to in sub-clause 48.9, 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 Unsatisfactory Performance Reviewer (UPR) 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 and, if sought, colleagues' responses.
- 48.11 If the Manager provides a report to the UPR, a copy will also be provided to the Staff Member.

Stage 3

- 48.12 If the Manager decides to proceed in accordance with sub-clause 48.10 (c), they will notify the Manager, Employee Relations who will appoint a UPR. The UPR will be selected from a pool of suitably qualified practitioners. The pool will be agreed between the Manager, Employee Relations and the Branch Presidents of the Union/s.
- 48.13 The UPR:
- (a) will review all reports from the Supervisor and Manager;
 - (b) will review all responses from the Staff Member;
 - (c) will invite the Staff Member (and/or their Representative if they so choose) to be interviewed and may interview the Supervisor, the Manager, the Manager, Employee Relations and/or any other person/s deemed appropriate by the UPR;
 - (d) will investigate procedural and substantive aspects of the matter and take into account any further material they believe is appropriate to consider; and
 - (e) will provide a report to the Chief People Officer on the findings. This report should, where possible, be provided within 5 days of the last meeting. The UPR will also provide a copy of the report to the Staff Member.

Stage 4

- 48.14 The Chief People Officer will consider all reports, responses and associated materials and may either:
- (a) take no further action;
 - (b) refer the matter back to the Supervisor or 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 48.14; or
 - (c) propose to take disciplinary action which is limited to:
 - (i) counselling;
 - (ii) written warning;

- (iii) formal censure;
- (iv) withholding of an increment;
- (v) varying the Staff Member's duties/removing any Administrative position;
- (vi) demotion by one or more salary steps or one or more classification levels; or
- (vii) termination of employment.

- 48.15 The Chief People Officer will advise the Staff Member in writing of the determination under sub-clause 48.14.
- 48.16 If any disciplinary action is proposed to be taken, the Chief People Officer will:
- (a) invite the Staff Member to advise in writing any matters that they want the Chief People Officer to take into account in making a decision about what disciplinary action is to be taken. Any such response must be provided within 5 working days of the invitation. The Chief People Officer will also invite the Staff Member (and their representative if they so choose) to attend a meeting to discuss the matter;
 - (b) consider any matters brought to their attention by the Staff Member when deciding what, if any, disciplinary action should be taken; and
 - (c) if disciplinary action is to be taken, advise the Staff Member of the decision and of the operative date of any disciplinary action to be taken.
- 48.17 If the Chief People Officer determines to terminate the employment of the Staff Member, the period of notice will be as determined under clause 55, *Termination of Employment*.

Other matters

- 48.18 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 48.5 that the original view formed was not valid).

49 MISCONDUCT AND SERIOUS MISCONDUCT

Application

- 49.1 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 13, *Probation* will apply.
- 49.2 The procedures of this clause will not apply in matters involving alleged Breach/Serious Breach of the Code or alleged Research Misconduct as defined in this Agreement. Instead, the procedures of clause 50, *Research Misconduct* will apply.
- 49.3 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 equivalent and agree which process should apply and to avoid duplication. If, during the process, it becomes apparent that the alternate process is more applicable, the University may adopt the alternate process and steps taken under the first process will be recognised in the second process.
- 49.4 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 48, the procedures of this clause are not required, but the procedures of clause 48, including notice periods, must be followed if the Staff Member's employment is terminated.

Definitions

In this clause, the following definitions apply:

- 49.5 **Misconduct** means conduct or behaviour of a kind that is unsatisfactory and inconsistent with the expectations of a Staff Member in the workplace.
- 49.6 **Serious Misconduct** means:
- (a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a Staff Member's duties or to a Staff Member's colleagues carrying out their duties;
 - (b) conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the Staff Member of their functions or duties, or to the Staff Member's colleagues carrying out their functions or duties;
 - (c) sexual harassment;
 - (d) repeated incidents of Misconduct; and/or
 - (e) serious dereliction of duties.
- 49.7 **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.
- 49.8 **Formal Disciplinary Action** means any action by the University to discipline a Staff Member for unsatisfactory performance or misconduct or serious misconduct in accordance with and is limited to:
- (a) counselling;
 - (b) written warning;
 - (c) formal censure;
 - (d) withholding of an increment;
 - (e) varying the Staff Member's duties/removing any Administrative position;
 - (f) demotion by one or more classification levels or increments; and/or
 - (g) termination of employment.

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

Procedures

Local Resolution

- 49.9 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.
- 49.10 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.
- 49.11 In the event that the Staff Member at this stage makes a full admission, the matter will be dealt with under sub-clause 49.27.

Referral to Chief People Officer

- 49.12 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.
- 49.13 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.
- 49.14 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 49.18.

Preliminary Investigation

- 49.15 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.
- 49.16 The investigator will investigate the alleged conduct and provide the Chief People Officer with a report of the investigation.
- 49.17 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

- 49.18 If, following the consideration of the conduct alleged by the Supervisor and the report of the Investigator, if any, the Chief People Officer believes the alleged conduct warrants further investigation then the Chief People Officer will:
- (a) notify the Staff Member in writing of the nature of the allegation/s in sufficient detail to enable the Staff Member to understand the allegation/s, and to properly consider and respond to them;
 - (b) provide the Staff Member with a copy of the investigator's report, if any; and
 - (c) provide the Staff Member with an opportunity to submit a written response to the allegations, including any mitigating circumstances. Any response must be made within ten working days of receipt of the allegations by the Staff Member. In the event that a Staff

Member's response has not changed in light of the Investigator's report, if any, they may notify the Chief People Officer that their initial response is their final response.

Referral to Deputy Vice Chancellor

- 49.19 If the Staff Member admits the allegation/s in part or in full, or fails to submit a written response to any allegations, the Chief People Officer will refer the matter to an appropriate Deputy Vice-Chancellor. The Deputy Vice-Chancellor may then:
- (a) take no further action in relation to any or all of the allegation/s which the Staff Member has admitted in part or in full or failed to respond to;
 - (b) in relation to any allegations which have not been responded to, determine to deal with the matter through Remedial Disciplinary Action and take no further action;
 - (c) determine whether any of what has been admitted or not responded to constitutes misconduct or serious misconduct and if so, determine what, if any, disciplinary action is proposed to be taken; or
 - (d) defer any decision under (b) or (c) until any allegation/s that the Staff Member has denied in part or in full (or has not admitted) have been investigated by a Committee.
- 49.20 If the Deputy Vice-Chancellor makes a determination under sub-clause 49.19(c), they must proceed in accordance with sub-clause 49.28 below.
- 49.21 If the Staff Member denies any of the allegation/s in part or in full, the Chief People Officer may:
- (a) refer any of the allegation/s to a Misconduct Investigation Committee (MIC); or
 - (b) take no further action in relation to those allegations.

The Misconduct Investigation Committee

- 49.22 If the Chief People Officer determines that any of the allegations of misconduct/serious misconduct should be referred to an MIC under sub-clause 49.19(a) above, the Chief People Officer will appoint an MIC in accordance with sub-clause 49.23. The Committee will convene within 15 working days of its appointment.
- 49.23 The Committee will comprise 3 persons consisting of:
- (a) a Chair appointed by the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Branch Presidents of the Union/s. The Chair will be external to the Staff Member's Faculty/Office and may be external to the University;
 - (b) one Staff Member appointed by the Vice Chancellor; and
 - (c) one Staff Member selected by the affected Staff Member.

Terms of Reference and Procedures of the MIC

- 49.24 The terms of reference of the MIC are to report on the facts relating to the alleged misconduct or serious misconduct and any mitigating circumstances raised by the Staff Member in their response to the Chief People Officer.
- 49.25 The MIC will:
- (a) determine whether a Staff Member on suspension without pay will remain on suspension without pay;
 - (b) allow the Staff Member (and/or, if they so choose, their Representative) a reasonable opportunity to attend an interview and provide them with an opportunity to respond to the allegations of misconduct or serious misconduct;
 - (c) make all reasonable efforts to interview any person it thinks fit to establish the facts of the particular case;

- (d) invite the Staff Member (and/or, if they so choose, their Representative) and the University's representative to attend all interviews conducted by the MIC;
 - (e) provide the Staff Member (and/or, if they so choose, their Representative) and the University's representative with an opportunity to ask questions of interviewees whose interview they attend;
 - (f) provide the Staff Member (and/or, if they so choose, their Representative) and the University with a reasonable opportunity to make submissions and present evidence to the Committee;
 - (g) conduct the investigation as expeditiously as possible consistent with the requirements of this clause;
 - (h) take into account other material it believes appropriate to the case, including any alleged conduct not responded to or admission made by the Staff Member in relation to any matter relating to, concerning or arising out of the allegations at any time;
 - (i) keep a record of proceedings; and
 - (j) provide a report of its findings and a copy of proceedings to the Staff Member and to the Chief People Officer within 5 working days of completion of the proceedings.
- 49.26 The Chief People Officer will provide the MIC report, the investigators report, if any, the allegations and any response to the allegations by the Staff Member to the appropriate DVC.

Decision of the Deputy Vice Chancellor

49.27 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 49.28 below.

49.28 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.

49.29 If, having undertaken the procedure in sub-clause 49.28, 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

49.30 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.

49.31 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

49.32 Where, in accordance with sub-clause 49.19(c) or 49.28, the DVC decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 55, *Termination of Employment*.

49.33 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.

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

49.35 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.

50 RESEARCH MISCONDUCT

Introduction

50.1 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

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

50.3 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 49, *Misconduct and Serious Misconduct*, do not apply when dealing with an alleged Breach/Serious Breach of the Code or alleged Research Misconduct.

50.4 Where there is ambiguity as to whether the procedures in this clause 50 or clause 49, *Misconduct and Serious Misconduct* should apply, the Chief People Officer will consult with the Pro Vice-Chancellor (Research Integrity and Development) and agree which process should apply and to avoid duplication. If, during the process, it becomes apparent that the alternate process is more applicable, the University may adopt the alternate process and steps taken under the first process will be recognised in the second process.

Definitions

In this clause, the following definitions apply:

50.5 **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.

- 50.6 **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.
- 50.7 **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*.
- 50.8 **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.
- 50.9 **Research Misconduct** means a Serious Breach of the Code which is also intentional or reckless or negligent.
- 50.10 **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.
- 50.11 **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

- 50.12 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

- 50.13 The Deputy Vice Chancellor (Research) (DVCR) may take Disciplinary Action against a Staff Member for a Serious Breach of the Code or Research Misconduct provided that:
- (a) an investigation process has been conducted in accordance with the Macquarie Research Code. In cases of alleged Serious Breach of the Code, this may involve a single investigator or a panel investigation. In cases of alleged Research Misconduct, this will involve a panel investigation. The

investigator, chair of the panel investigation or Director, Research Ethics and Integrity will meet with the Staff Member (and their Representative if they choose) to discuss how the investigation process will proceed;

- (b) during that investigation process or panel investigation process, the Staff Member (and their Representative if they choose) have had a reasonable opportunity to:
 - (i) respond to the allegations;
 - (ii) make submissions and present evidence;
 - (iii) respond to any evidence; and
 - (iv) where a panel investigation process applies, appear before the investigation panel.
- (c) the investigator or panel has determined that the Staff Member has engaged in a Serious Breach of the Code or Research Misconduct.

50.14 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

50.15 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.

50.16 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.

50.17 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.

50.18 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

50.19 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.

50.20 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

50.21 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.

- 50.22 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.
- 50.23 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

- 50.24 Where, in accordance with sub-clause 50.15, the DVCR decides to terminate the employment of a Staff Member, notice or payment in lieu of notice will be as provided in clause 55, *Termination of Employment*.
- 50.25 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.
- 50.26 Any payments in lieu of notice will be based on the Staff Member's salary at the date of termination of employment.
- 50.27 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

51 COMPLAINT PROCEDURES

Principles

- 51.1 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

- 51.2 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

- 51.3 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*;
- 51.4 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

- 51.5 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.
- 51.6 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

- 51.7 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

- 51.8 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

- 51.9 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 52, *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.

52 DISPUTE SETTLING PROCEDURES

- 52.1 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.

- 52.2 In the event of a dispute relating to this Agreement, the National Employment Standards or matters relating to a written policy of the University regarding employment, the Staff Member or the 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.
- 52.3 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.
- 52.4 Where a dispute is not resolved under sub-clause 52.3, 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).
- 52.5 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.
- 52.6 If a dispute under this provision is unable to be resolved at the workplace, the parties to the dispute may agree to refer the dispute for mediation to a person or body other than the Fair Work Commission (FWC).
- 52.7 Where the matter in dispute remains unresolved, and the steps in sub-clauses 52.2 – 52.6, 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).
- 52.8 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.
- 52.9 Until the steps in sub-clauses 52.2 – 52.5 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.
- 52.10 Decisions in accordance with this Agreement to terminate employment will not be subject to further review or dispute.

PART 12: ENGAGEMENT AT MACQUARIE

53 PROFESSIONAL STAFF IMPLEMENTATION COMMITTEE

- 53.1 The University and the Union/s will establish a Professional Staff Implementation Committee (PSIC) 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.

53.2 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.

53.3 Membership of the PSIC will comprise:

- (a) up to 6 University Committee Members including, where appropriate, a senior leader of the University;
- (b) up to 3 Union Committee Members, nominated by the CPSU; and
- (c) up to 3 Union Committee Members, nominated by the NTEU.

53.4 The role of the Chair of PSIC will be rotated between the parties as determined by the Committee.

53.5 With the permission of the Chair, a Committee Member may invite a guest/s to participate in a meeting of the PSIC. Those who attend by invitation may be University staff members or Union officers.

53.6 PSIC will strive to adopt the interest-based approach in its deliberations, and members who have not already been trained in this approach will be required to undertake training.

53.7 Meetings of the PSIC will be convened 8 times per year, unless otherwise agreed between the University and the Unions. Members of the PSIC may agree to additional meetings as necessary. Members will be allowed reasonable paid time during working hours to prepare for meetings and will be released from ordinary duties to attend PSIC meetings. The University will provide an appropriate level of resources and administrative support for the Committee and its initiatives.

53.8 The agenda of each meeting will alternate between the implementation and broader consultation purposes as described in sub-clauses 53.1 (a) and 53.1 (b). Where appropriate, time may be allocated to the discussion of employment matters common to professional and academic staff.

53.9 During the life of this Agreement, the PSIC will explore mechanisms to allow staff to voice concerns and provide feedback on wider emerging issues.

54 UNION REPRESENTATION

54.1 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

54.2 Unions may hold meetings with Staff Members on the premises of the University. Unless otherwise agreed with the University, union meetings will be held during meal or other work breaks and may only be held during working hours if agreed between the Union and the

University. Adequate notice will be given to the University of the intention to hold a Union meeting.

Resources

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

Time Release

54.4 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.

54.5 In the interest of promoting active participation in the implementation of this Agreement and the processes of the Professional Staff Implementation Committee, the University agrees to provide 20 %-time release to the Branch Presidents of the NTEU Branch and CPSU Branch or their nominated delegate, on the condition that each President not access time release under any other industrial instrument.

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

54.7 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

54.8 The University will grant the both the CPSU and the NTEU up to 30 days of paid leave per year for Staff nominated by their respective Branch Presidents to attend trade union training courses and conferences. Leave will be granted on the basis that a nominated Staff Member will not take more than 2 consecutive days within a limit of 5 days per calendar year. 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.

54.9 The University will grant up to 2 days per year for Staff Members nominated by the CPSU and the NTEU to attend group-based training conducted by the respective Union. Additional time to attend group based training will be by agreement with the University and will not be unreasonably refused.

54.10 Staff Members will provide reasonable notice to their Supervisor of their intention to access leave under sub-clauses 54.8 or 54.9.

Secondment to Unions

54.11 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.

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

Payroll Deduction of Union Dues

54.13 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

55 TERMINATION OF EMPLOYMENT

55.1 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

55.2 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 49 , *Misconduct and Serious Misconduct* or clause 50 , *Research Misconduct*.

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

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

55.4 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.

55.5 Upon termination of employment for any reason whatsoever, the University will be entitled to deduct from any monies due to the Staff Member, other than any monies due in respect of entitlements under the National Employment Standards, any monies owing by the Staff Member to the University.

56 ABANDONMENT OF EMPLOYMENT

56.1 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.

56.2 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 55, *Termination of Employment*. The Staff Member will be paid leave owed at the date of termination.

56.3 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 49, *Misconduct and Serious Misconduct*.

57 TERMINATION ON THE GROUNDS OF INCAPACITY

57.1 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.

57.2 The requirement for an independent medical assessment under this clause will not apply where:

(a) the Staff Member has not performed their substantive duties for a period of 24 months or more due to ill health; or

(b) The University, the Staff Member and/or their medical practitioners agree that the Staff Member will not be able to resume their substantive duties within a period of 12 months. In this case, the Staff Member's employment may be terminated by the University in accordance with subclause 57.8 without the requirement for an independent medical assessment.

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

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

57.5 If the medical report finds that the Staff Member will be able to resume and perform the inherent requirements of their substantive position within a 12-month period, the University will proceed with a return-to-work plan (or amended plan depending on the circumstance).

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

Type and Length of Employment	Payment in lieu of notice
Continuing Staff Member or fixed-term Staff Member with more than 1 years' service	6 months
Fixed-term Staff Member with a fixed-term appointment of 1 year or less	6 months or the remainder of the term of the appointment, whichever is less

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

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

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

(b) where no resignation is forthcoming within 28 days of the written advice, to terminate the employment of the Staff Member with payment in lieu of notice in accordance with the table below:

Type and Length of Employment	Payment in lieu of notice
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Continuing Staff Member or Fixed-term Staff Member with more than 1 years' service	6 months
Fixed-term Staff Member with a fixed-term appointment of 1 year or less	2 months or the remainder of the term of the appointment, whichever is less

57.9 If, within 14 days of the medical report being made available, the Staff Member (or, if they so choose, their Representative) so requests, the University will take no further action until the findings of the report are confirmed by a review panel. The review panel will consist of two medical practitioners, one appointed by the University and one by the Staff Member. The practitioners will not have been involved in preparing the original report or the Staff Member's course of treatment.

57.10 The University may consider a Staff Member's refusal to undergo a medical examination in accordance with these procedures as prima facie evidence that such a medical examination would have found that the Staff Member was unable to resume duty and may act accordingly. No penalties in terms of misconduct will be enacted under this clause, and all outstanding entitlements will be paid to the exiting Staff Member.

57.11 These provisions do not displace or override any existing or future applicable workers' compensation schemes, legislation or relevant industrial instruments.

58 RESIGNATION

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

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SCHEDULE 1: FULL-TIME ANNUAL SALARIES

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

Description	Step	2% increase from 28 July 2022	5% increase from FFPPOA after Staff Approval Date	3.5% increase from FFPPOA after 1 July 2024	3% from FFPPOA 1 July 2025	3% increase from FFPPOA 15 June 2026
HEW - Level 1	1	\$54,080	\$56,784	\$58,772	\$60,535	\$62,351
	2	\$55,406	\$58,177	\$60,213	\$62,019	\$63,880
	3	\$57,431	\$60,303	\$62,413	\$64,286	\$66,214
HEW - Level 2	1	\$58,328	\$61,244	\$63,388	\$65,289	\$67,248
	2	\$59,652	\$62,634	\$64,826	\$66,771	\$68,774
	3	\$61,416	\$64,487	\$66,744	\$68,746	\$70,809
HEW - Level 3	1	\$61,243	\$64,305	\$66,556	\$68,552	\$70,609
	2	\$64,434	\$67,656	\$70,024	\$72,125	\$74,289
	3	\$67,616	\$70,997	\$73,481	\$75,686	\$77,956
	4	\$69,917	\$73,413	\$75,982	\$78,262	\$80,610
HEW - Level 4	1	\$70,535	\$74,062	\$76,654	\$78,954	\$81,322
	2	\$72,129	\$75,736	\$78,387	\$80,738	\$83,160
	3	\$76,022	\$79,823	\$82,616	\$85,095	\$87,648
HEW - Level 5	1	\$76,908	\$80,753	\$83,580	\$86,087	\$88,670
	2	\$80,622	\$84,653	\$87,616	\$90,244	\$92,952
	3	\$84,607	\$88,837	\$91,947	\$94,705	\$97,546
	4	\$87,443	\$91,815	\$95,028	\$97,879	\$100,815
HEW - Level 6	1	\$88,588	\$93,017	\$96,273	\$99,161	\$102,136
	2	\$92,826	\$97,467	\$100,879	\$103,905	\$107,022
	3	\$97,786	\$102,676	\$106,269	\$109,457	\$112,741
HEW - Level 7	1	\$99,739	\$104,726	\$108,391	\$111,643	\$114,992
	2	\$102,919	\$108,065	\$111,847	\$115,203	\$118,659
	3	\$108,138	\$113,545	\$117,519	\$121,045	\$124,676
HEW - Level 8	1	\$109,552	\$115,030	\$119,056	\$122,627	\$126,306
	2	\$117,782	\$123,672	\$128,000	\$131,840	\$135,795
	3	\$121,900	\$127,995	\$132,475	\$136,449	\$140,543
HEW - Level 9	1	\$127,608	\$133,989	\$138,678	\$142,838	\$147,124
	2	\$134,775	\$141,513	\$146,466	\$150,860	\$155,386
HEW - Level 10 Band 1	1	\$136,635	\$143,467	\$148,488	\$152,943	\$157,531

Band 1	2	\$145,654	\$152,937	\$158,289	\$163,038	\$167,929
Band 1	3	\$154,418	\$162,139	\$167,814	\$172,848	\$178,033
Band 1	4	\$160,791	\$168,830	\$174,739	\$179,982	\$185,381
Band 2	5	\$171,940	\$180,537	\$186,856	\$192,462	\$198,236
Band 2	6	\$181,494	\$190,568	\$197,238	\$203,155	\$209,250

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SCHEDULE 2: CASUAL HOURLY RATES OF PAY

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Description	Step	2% increase from 28 July 2022	5% increase from FFPOA after Staff Approval Date	3.5% increase from FFPOA after 1 July 2024	3% from FFPOA 1 July 2025	3% increase from FFPOA 15 June 2026
HEW Level 1	1	\$37.02	\$38.87	\$40.23	\$41.43	\$42.68
	2	\$37.92	\$39.82	\$41.21	\$42.45	\$43.72
	3	\$39.31	\$41.28	\$42.72	\$44.00	\$45.32
HEW Level 2	1	\$39.92	\$41.92	\$43.39	\$44.69	\$46.03
	2	\$40.83	\$42.87	\$44.37	\$45.70	\$47.07
	3	\$42.03	\$44.14	\$45.68	\$47.05	\$48.46
HEW Level 3	1	\$41.92	\$44.02	\$45.56	\$46.93	\$48.33
	2	\$44.10	\$46.31	\$47.93	\$49.37	\$50.85
	3	\$46.28	\$48.59	\$50.29	\$51.80	\$53.35
	4	\$47.86	\$50.25	\$52.01	\$53.57	\$55.18
HEW Level 4	1	\$48.28	\$50.69	\$52.46	\$54.04	\$55.66
	2	\$49.37	\$51.84	\$53.65	\$55.26	\$56.92
	3	\$52.03	\$54.63	\$56.54	\$58.24	\$59.99
HEW Level 5	1	\$52.64	\$55.27	\$57.21	\$58.93	\$60.69
	2	\$55.18	\$57.94	\$59.97	\$61.77	\$63.62
	3	\$57.92	\$60.81	\$62.94	\$64.83	\$66.77
	4	\$59.85	\$62.85	\$65.05	\$67.00	\$69.01
HEW Level 6	1	\$60.64	\$63.67	\$65.90	\$67.88	\$69.91
	2	\$63.54	\$66.71	\$69.05	\$71.12	\$73.25
	3	\$66.93	\$70.28	\$72.74	\$74.92	\$77.17
HEW Level 7	1	\$68.27	\$71.68	\$74.19	\$76.42	\$78.71
	2	\$70.44	\$73.96	\$76.55	\$78.85	\$81.21
	3	\$74.02	\$77.72	\$80.44	\$82.86	\$85.34
HEW Level 8	1	\$74.99	\$78.74	\$81.50	\$83.94	\$86.46
	2	\$80.62	\$84.65	\$87.61	\$90.24	\$92.95
	3	\$83.44	\$87.61	\$90.67	\$93.39	\$96.20
HEW Level 9	1	\$87.34	\$91.71	\$94.92	\$97.77	\$100.70
	2	\$92.25	\$96.86	\$100.25	\$103.26	\$106.36
HEW Level 10 Band 1	1	\$93.52	\$98.20	\$101.64	\$104.69	\$107.83

SCHEDULE 2.1 – EXAMINATION SUPERVISOR

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

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SCHEDULE 3: HEW LEVEL 10, BAND 3 AND BAND 4 LEGACY RATES

Full-time annual salaries

LEVEL HEW 10	Step	2% increase from 28 July 2022	5% increase from FFPPOA after Staff Approval Date	3.5% increase from FFPPOA after 1 July 2024	3% from FFPPOA 1 July 2025	3% increase from FFPPOA 15 June 2026
Band 3	7	\$192,374	\$201,993	\$209,062	\$215,334	\$221,794
Band 3	8	\$200,873	\$210,916	\$218,298	\$224,847	\$231,593
Band 4	9	\$213,878	\$224,572	\$232,432	\$239,405	\$246,587
Band 4	10	\$228,738	\$240,175	\$248,581	\$256,039	\$263,720

Casual hourly rates of pay

LEVEL HEW 10	Step	2% increase from 28 July 2022	5% increase from FFPPOA after Staff Approval Date	3.5% increase from FFPPOA after 1 July 2024	3% from FFPPOA 1 July 2025	3% increase from FFPPOA 15 June 2026
Band 3	7	\$131.67	\$138.26	\$143.09	\$147.39	\$151.81

Band 3	8	\$137.50	\$144.37	\$149.42	\$153.91	\$158.53
Band 4	9	\$146.39	\$153.71	\$159.09	\$163.86	\$168.78
Band 4	10	\$156.57	\$164.40	\$170.15	\$175.26	\$180.52

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SCHEDULE 4: ALLOWANCES

First Aid Allowance

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

Effective from	2% increase from 28 July 2022	5% increase from FFPOA after Staff Approval Date	3.5% increase from FFPOA after 1 July 2024	3% from FFPOA 1 July 2025	3% increase from FFPOA 15 June 2026
First Aid Officer	\$1,023	\$1,074	\$1,112	\$1,145	\$1,179
Occupational First Aid Officer	\$1,434	\$1,506	\$1,559	\$1,605	\$1,653

Work-related Travel Allowance

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

Motor Vehicle Kilometre Allowance – All Staff

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

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SCHEDULE 5 – PROFESSIONAL STAFF POSITION CLASSIFICATION DESCRIPTORS

1) Definitions

Definition 1: Supervision

- **Close supervision**

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

- **Routine supervision**

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

Checking is selective rather than constant.

- **General direction**

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

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

Performance is checked by assignment completion.

- **Broad direction**

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

Definition 2: Qualifications

Within the Australian Qualifications Framework:

- **Year 12**

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

- **Trade certificate**

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

- **Post-trade certificate**

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

- **Certificates I and II**

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

- **Certificate III**

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

- **Certificate IV**

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

- **Diploma**

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

- **Advanced diploma**

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

- **Degree**

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

- **Postgraduate degree**

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

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

Definition 3: Classification dimensions

- **Training level**

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

- **Occupational equivalent**

Examples of occupations typically falling within each classification level.

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

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

- **Typical activities**

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

2) Classifications

HIGHER EDUCATION WORKER LEVEL 1

- **Training level or qualifications**

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

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

- **Occupational equivalent**

Cleaner, labourer, trainee for Level 2 duties

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

Will provide straightforward information to others on building or service locations

- **Judgement, independence and problem solving**

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

- **Typical activities**

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

HIGHER EDUCATION WORKER LEVEL 2

- **Training level or qualifications**

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

- **Occupational equivalent**

Administrative assistant, security patrol officer

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

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

- **Typical activities**

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

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

HIGHER EDUCATION WORKER LEVEL 3

- **Training level or qualifications**

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

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

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

- **Occupational equivalent**

Tradesperson, technical assistant/technical trainee, administrative assistant

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

- **Typical activities**

In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and

equipment. In some cases, this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

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

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

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

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

HIGHER EDUCATION WORKER LEVEL 4

- **Training level or qualifications**

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

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

- **Occupational equivalent**

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

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

In trades positions, extensive diagnostic skills.

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

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

- **Typical activities**

In trades positions:

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

In technical positions:

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

In library technician positions:

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

In administrative positions:

- may use a full range of desktop-based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of secretarial services, eg in a Faculty;
- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

HIGHER EDUCATION WORKER LEVEL 5

- **Training level or qualifications**

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

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

- an equivalent combination of relevant experience and/or education/training.

- **Occupational equivalent**

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

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

- **Typical activities**

In technical positions:

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

In library technician positions:

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

In administrative positions:

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

In professional positions and under professional supervision:

- work as part of a research team in a support role;

- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or
- provide counselling services.

HIGHER EDUCATION WORKER LEVEL 6

- **Training level or qualifications**

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

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

- **Occupational equivalent**

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

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

- **Typical activities**

In technical positions:

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

In administrative positions:

- provide financial, policy and planning advice;

- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget in a school or small Faculty.

In professional positions:

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

HIGHER EDUCATION WORKER LEVEL 7

• Training level or qualifications

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

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

• Occupational equivalent

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

• Level of supervision

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

• Task level

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

• Organisational knowledge

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

• Judgement, independence and problem solving

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

• Typical activities

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

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

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

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

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

HIGHER EDUCATION WORKER LEVEL 8

- **Training level or qualifications**

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

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

- **Occupational equivalent**

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

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

- **Typical activities**

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

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

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

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

HIGHER EDUCATION WORKER LEVEL 9

- **Training level or qualifications**

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

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

- **Occupational equivalent**

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

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

- **Typical activities**

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

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

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

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

HIGHER EDUCATION WORKER LEVEL 10

- **Training level or qualifications**

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

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

- **Occupational equivalent**

Senior program, research or administrative manager.

- **Level of supervision**

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

- **Task level**

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

- **Organisational knowledge**

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

- **Judgement, independence and problem solving**

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

- **Typical activities**

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

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

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

DRAFT

SCHEDULE 6: EXTRACT FROM THE GUIDE TO MANAGING AND INVESTIGATING POTENTIAL BREACHES OF THE AUSTRALIAN CODE FOR THE RESPONSIBLE CONDUCT OF RESEARCH, 2018

S71. Examples of breaches of the Macquarie Research Code include, but are not limited to, the following:

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

S7.2 Serious Breach of the Macquarie Research Code means a serious breach of the Macquarie Research Code. Factors which determine the seriousness of a breach include, but are not limited to:

- (a) the extent of the departure from accepted practice;

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

DRAFT

SIGNATORIES TO THE AGREEMENT

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

Signed		Witness	
	Professor S. Bruce Downton Vice Chancellor Macquarie University Balaclava Road, North Ryde, NSW, 2109		(Signature)
		Name	
			(Print)
		Address	
			(Print)

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

Signed		Witness	
	Damien Cahill General Secretary NTEU PO Box 1323, South Melbourne VIC, 3205		(Signature)
		Name	
			(Print)
		Address	
			(Print)

Signed for and on behalf of the Community and Public Sector Union by its authorised representative:

Signed		Witness	
	Stewart Little General Secretary, PSA CPSU GPO Box 3365, Sydney 2001		(Signature)
		Name	
			(Print)
		Address	
			(Print)