

| MATTER             | NEW CLAUSE | OLD CLAUSE | STATUS   | OVERVIEW OF NEW PROVISION   |
|--------------------|------------|------------|--|---|
| Increased coverage | 2.1        | 2.1        | Improvement                                      | Two commercial entities have been brought into the Agreement: <ul style="list-style-type: none"> <li>• Murdoch Active</li> <li>• Innovative Chiropractic Learning Pty Ltd</li> </ul>  |
| Salary             | 16         | 16         | Highest of WA university increases in this round | 4% admin increases (2 + 2)<br>1 January 2024 3%<br>1 July 2024 2%<br>1 January 2025 2%<br>1 July 2025 2%<br>1 January 2026 2%<br>1 July 2026 2%<br><br>3.7%pa expiry to expiry  |
| Casual conversion  | 14.9       | N/A        | Improvement                                      | <p><b>Extracts from the Casual Academic Conversion clause:</b></p> <p><i>The University will create and fill 36 FTE ongoing academic positions (<b>Positions</b>) over the nominal term of the Agreement in accordance with the following provisions.</i></p> <p><i>The Positions may be full-time or part-time, with a minimum fraction of 0.5FTE.</i></p> <p><i>A general principle for the program is that positions will include teaching work that was previously performed by casual employees.</i></p> <p><i>Positions will be advertised to internal eligible applicants who must:</i></p> <ul style="list-style-type: none"> <li>• <i>be a Casual Academic who has been employed casually for a period totalling at least two (2) teaching sessions within the previous two (2) years; or</i></li> <li>• <i>be a fixed-term academic who has held a casual academic position at the University within the previous two (2) years.</i></li> </ul> <p><i>Appointments to Positions will be made at a minimum of level A step 3, provided that an appointment will be made at a minimum of level A step 6 if the successful applicant holds a doctoral qualification.</i></p> <p><i>The University recognises the importance of job security and to this end will use reasonable endeavours to reduce by 20% the proportion of Casual Academic Employees as a proportion of all Academic Employees on an FTE basis by the nominal expiry date of the Agreement.</i></p> |

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|   | 9          | 9          |             | <p><b>Professional staff conversion:</b></p> <p>a) Casual Professional Employees may apply in writing for conversion to other employment types in accordance with this clause.</p> <p>b) To be eligible to apply for conversion, a Casual Professional Employee must be employed:</p> <p>(i) with the University for a period of at least twelve months;</p> <p>(ii) on a regular and systematic basis in a substantially similar position;</p> <p>(iii) over the immediately preceding period of six (6) months.</p> <p>Such conversion will not unreasonably be withheld.</p>   |
| New lecture definition for casual academic payment  | Schedule 2 | Schedule 2 | Improvement | <p>New 'lecture' definition to avoid misuse of workshops and seminars where the lecture rate is warranted:</p> <p><i>From the date of operation of this Agreement the term "lecture" means a class (however described and regardless of delivery mode) in which the main ideas of a course are provided to students, and normally involves the delivery of learning content aimed at comprehensively describing and explaining course concepts, body of knowledge, ideas, or skills.</i></p>  |
| Fixed-term right to the job for as long as it continues, including the right to be converted to an ongoing role.  | 8.3        | 8.3        | Improvement | <p>The University must inform a Fixed term Employee no less than four (4) weeks prior to their end date of their Fixed term contract whether the University intends to:</p> <p>a) Continue the position; or</p> <p>b) Not renew their fixed term contract.</p> <p>Where the University has made a decision to continue the position of a current Fixed term Employee on a fixed term or continuing basis with the same or substantially similar duties, the Employee will be offered further employment in that position.</p>   |
| Fixed-term categories   | 8.2        | 8.2        | Improvement | <p><b>Fixed Term Employment</b> means full or part time employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire).</p> <p>For the purposes of Fixed Term contracts under this Agreement, the terms of clause 11 of the Higher Education Industry Academic Staff Award 2020 and the terms of clause 11 of the Higher Education Industry General Staff Award 2020 will apply, as follows.</p> <p>The use of fixed term employment must be limited to the employment of an Employee engaged on a work activity that comes within the description of one or more of the following circumstances:</p> <p><b>Specific Task or Project:</b> means a definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the employer, not being funding that is part of an operating grant from government or funding comprised of payments</p> |
| Award provisions replace current fixed-term circumstances and limit the types of positions that can be made on a fixed-term basis. Murdoch can currently make just about any position fixed-term. |            |            |             |   |

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|  |      |      |             | <p>of fees made by or on behalf of students.</p> <p><b>Research:</b> means the Employee is engaged to perform research only functions for a contract period not exceeding five years;</p> <p><b>Replacement Employee:</b> the Employee is engaged as a replacement employee either:</p> <p>a) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or</p> <p>b) performing the duties of a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action; or a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position;<br/>until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.</p> <p><b>Recent Professional Practice Required:</b> where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, the person may be engaged for a fixed period not exceeding 2 years;</p> <p><b>Pre-Retirement Contract:</b> where a full-time or a part-time Employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to 5 years;</p> <p><b>Fixed-Term Contract Subsidiary to Studentship:</b> where an Employee is enrolled as a student, they may be employed on a fixed-term contract if it is the appropriate employment type and is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit provided that:</p> <p>a) a 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</p> <p>b) an offer of fixed-term employment under clause 11.3(e) must not be made on the condition that the person offered the employment undertake the studentship.</p> |
| Continuing employees – redundancy must be an option of last resort | 31.1 | 31.1 | Improvement | The University will make all reasonable efforts to ensure involuntary redundancy will be an option of last resort.   |

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| Strengthened redeployment provisions   | 31.4 | 31.4 | Improvement | <p><i>Redeployment and Retraining</i></p> <p>a) <i>The University will redeploy an Employee into a suitable alternate role that the Employee is capable of performing and the Employee will not unreasonably refuse such redeployment.</i></p> <p>b) <i>An Employee may need to undergo reasonable retraining as part of any redeployment</i></p> <p>c) <i>Where there is more than one Redeployee suited to an available role, a fair and transparent selection process will take place and will be confined to the relevant redeployee cohort.</i></p> <p>d) <i>Redeployment provisions apply to all ongoing Employees, including those with less than twelve months' service and probationary Employees.</i></p>  |
| New Academic Freedom protections   | 14.3 | 14.3 | Improvement | <p><i>The University is committed to the preservation and protection of the scholarly values of Academic Freedom. Academic Freedom means the freedom of Academic Employees to engage in critical enquiry, intellectual discourse, and public controversy without fear or favour.</i></p> <p><i>An Academic Employee will not be taken to be exercising academic freedom where they:</i></p> <p>i) <i>fail to observe or recognise their responsibility to reflect scholarly norms, including that others may have differing opinions in the context of a robust exchange of views; or</i></p> <p>ii) <i>deny or interfere with another person's exercise of academic freedom; or</i></p> <p>iii) <i>engage in bullying, harassment, vilification, or intimidation.</i></p> <p><i>An Academic Employee will not be disciplined for misconduct or serious misconduct, or subjected to any other punitive action, where academic freedom is exercised in accordance with this clause.</i></p>   |
| Improved commitment to Aboriginal and Torres Strait Islander employment including an employment target | 6    | y    |             | <p><i>The University acknowledges that its campuses are situated on Nyungar Boodjar. The University respects and acknowledges the traditional and continuing spiritual relationship, cultural heritage practices and beliefs that form Kura, Yeye, Boorda (the past, present and future). The University will:</i></p> <p>a) <i>Respect and acknowledge the Traditional Owners of the land on which the University campuses are situated;</i></p> <p>b) <i>Respect and protect the rights of its and First Nations students and staff; and</i></p> <p>c) <i>Promote a fair and inclusive educational and work environment for First Nations Employees and students.</i></p> <p><i>The University recognises the importance of First Nations Employees participating in cultural or ceremonial business. The University, in consultation with Aboriginal and Torres Strait Islander staff and students, has developed and approved a Reconciliation Action Plan (RAP).</i></p> <p><i>Consistent with the principles set out in the RAP, the University will:</i></p> <p>a) <i>Promote knowledge of the histories and cultures of First Nations peoples at the University;</i></p> <p>b) <i>Promote and develop career pathways for First Nations persons.</i></p> <p><i>The University Senate monitors the implementation of the RAP. The RAP does not form part of this Agreement.</i></p> |

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|  |  |  |   | <p>The University will increase employment of First Nations employees across the University to 3% of full-time equivalent staff (FTE) by the nominal expiry date of the Agreement, this being 35 FTE staff based on 2022 DoE employment data. Failure to achieve this objective will not be regarded as a breach of the Agreement provided that the University has demonstrated reasonable endeavours to meet the objective.</p>  |
| <p><b>Improved Aboriginal and Torres Strait Islander cultural provisions</b></p> | <p><b>29.2</b><br/><br/><b>21.10</b></p> | <p><b>42.2</b><br/><br/><b>N/A</b></p> | <p><b>Improvement</b><br/><br/><b>Improvement</b></p> | <p><b>Cultural Leave:</b> Increased from 3 to 5 paid days per annum.</p> <p><b>New provision - Cultural Workload Allowance:</b></p> <p><i>Definition of Cultural Load</i></p> <p><i>Cultural load means, but is not limited to, the following expectations placed on First Nations employees:</i></p> <ul style="list-style-type: none"> <li>a) they undertake First Nations- related work that is not a fundamental requirement of their role (for example, participation as a First Nations member on University committees, or on First Nations panels) which is in addition to their substantive duties, and which non-First Nations colleagues are not required to undertake;</li> <li>b) they provide education and guidance to non-First Nations colleagues on topics related to racism, First Nations issues, history and/or culture; or</li> <li>c) they represent First Nations peoples both within the University, and across wider Australia.</li> </ul> <p><i>Cultural load and allowance</i></p> <ul style="list-style-type: none"> <li>a) The University acknowledges that First Nations Employees may undertake additional components of workload related to cultural load within the workplace, especially in settings where there are few or no other First Nations Employees.</li> <li>b) The University recognises that some First Nations Employees may make a personal decision not to apply for a cultural allowance but it is nevertheless recognised that all First Nations Employees contribute to cultural responsibilities within the University.</li> <li>c) To acknowledge the additional workload component imposed by cultural load, the University will pay a Cultural Allowance to Employees who voluntarily and formally take on cultural responsibilities in addition to their substantive duties. This allowance will be equivalent to an additional 10% of a full-time workload of 1725 hours as per the following: <ul style="list-style-type: none"> <li>i) For Full-Time Employees, an hourly rate of \$51.85 per hour for a maximum of 172.5 hours per annum and;</li> <li>ii) For Part Time Employees, an hourly rate of \$51.85 per hour for the pro-rata equivalent of a full-time workload per annum.</li> </ul> </li> <li>d) For the purpose of this clause, a cultural allowance will only be payable where a request is made by the Employee to the Pro Vice Chancellor First Nations and is subsequently approved for payment.</li> </ul> |

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|                                      |              |           |                    | <p>e) <i>Should any Employee in receipt of a cultural workload allowance decide they no longer wish to perform the duties associated with this allowance, the Employee will be required to notify the Pro Vice Chancellor First Nations. Any cultural allowance the Employee is in receipt of will cease at this time.</i></p> <p>f) <i>Cultural allowance payments will be paid for a period of two (2) years after which the Employee will be required to reapply for the allowance, or for the period in which the Employee remains within their role, whichever is lesser.</i></p> <p>g) <i>For the avoidance of doubt, if an Employee is in receipt of a cultural allowance and changes roles within the University, the PVC First Nations will conduct a review on the allowance to ensure it remains applicable to the Employee.</i></p>   |
| <b>Paid gender affirmation leave</b> | <b>29.10</b> | <b>NA</b> | <b>Improvement</b> | <p>a) <i>The University celebrates diversity and is committed to the promotion of inclusion and belonging. The University will support Employees who are affirming their gender (also but not only referred to as transitioning) in the workplace in a safe, positive, and inclusive manner.</i></p> <p>b) <i>Employees are encouraged to consult with their Leader in the first instance to discuss a plan for their gender affirmation leave. Alternately, if they do not feel comfortable in doing so, People and Culture can be contacted for assistance. All requests for gender affirmation leave will be treated with utmost confidentiality.</i></p> <p>c) <i>All Employees, including Part time and Casual Employees, will be entitled to access thirty (30) days of paid leave per calendar year for gender affirmation leave purposes. This leave is non-accruing and is provided in addition to other entitlements afforded to staff.</i></p> <p>d) <i>For clarification casual employees will receive up to 30 days paid leave based on their rostered work pattern.</i></p> <p>e) <i>Leave may be taken for any reason related to gender affirmation including but not limited to:</i></p> <ul style="list-style-type: none"> <li><i>i) Attending medical appointments</i></li> <li><i>ii) Attending counselling</i></li> <li><i>iii) Receiving medical or surgical procedures;</i></li> <li><i>iv) Surgery recovery;</i></li> <li><i>v) Updating legal and identification documents;</i></li> <li><i>vi) Any other reason relating to supporting the affirmation of an Employee.</i></li> </ul> <p>f) <i>The University may require supporting documentation for leave applications.</i></p> <p>g) <i>Nothing in this clause precludes an Employee from accessing other paid leave entitlements such as personal leave should they exhaust their entitlement under this clause.</i></p> <p>h) <i>In addition to the above, the University will support Employees who are undertaking gender affirmation by updating relevant University records and information as permitted by law.</i></p> |

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| Coverage   | 2.2         | 2.2  | Improvement                    | Removal from exclusions of: <i>Employees of the University's subsidiary companies or related bodies corporate.</i>  |
| National Employment Standards<br><br>Natural justice | 4           | 4    | Improvement<br><br>Improvement | New provisions:<br><br><i>Where there is inconsistency between the Agreement and the National Employment Standards (NES) and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.</i><br><br><i>The Agreement will be implemented in accordance with the principles of natural justice and procedural fairness</i>  |
| Right to disconnect                                  |             |      | Improvement                    | <i>Employees will have a right to disconnect from work outside their agreed working hours, unless the Employee is in receipt of an availability or on-call allowance and, except for emergencies and critical incidents.</i><br><br><i>The right to disconnect in no way implies a fixed span of hours for Academic Employees or a constraint on academic flexibility.</i>  |
| Definitions  | 5           | 5    | Improvement                    | Introduction of consultation definition: <i>Consultation means conferring between the University and the affected Employee(s) and their representative in such a way that the participants have the opportunity to contribute to and influence the decision.</i>  |
| Definitions  | 5           | 5    | Improvement                    | Addition of: <i>Immediate Family means.... With regard to First Nations Employees and for the purposes of personal leave, 'family' includes an equivalent kinship relationship.</i>   |
| Professional probation                               | 10.5 & 10.6 | N/A  | Improvement                    | Addition of: <i>If termination of employment is proposed during probation, evidence-based reasons will be provided to the Employee within a reasonable timeframe prior to the proposed termination and will be consistent with reasonable and properly communicated probationary goals and expected outcomes.</i><br><br><i>This does not include matters relating to conduct, which will be addressed in accordance with Clause 32, nor where a new matter arises within the four-week period preceding the end of the probation period.</i> |
| Flexible working hours                               | 7.3         | 7.3  | Improvement                    | Clause expanded from flexible working hours to include other flexible work arrangements such as work from home. Introduces new possibilities for professional staff flexibility and introduces 'reasonable business grounds' for refusal.   |
| Shiftwork  | 12.6        | 12.6 | Improvement                    | Addition in red:<br><br><i>Rotating Night Shift – Ordinary hours finishing after midnight and at or before 8 am on any weekday will be paid at 115% of the base hourly rate for each hour worked.</i><br><br><i>Non-Rotating Night Shift- An Employee who finishes work after midnight and before 8.00am on any weekday will be paid at 130% of the base hourly rate for each hour worked.</i>  |

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| Overtime           | 13.3 | N/A  | Improvement | Introduction of time off in lieu for HEW 7 and above (no right to overtime in the current EA).   |
| Academic workloads | 14.1 | 14.1 | Improvement | <p><b>New requirements for workload models:</b></p> <p><i>Workload models will:</i></p> <ul style="list-style-type: none"> <li><i>i) be developed in consultation with all Academic Employees of the respective Schools/areas;</i></li> <li><i>ii) use allocations for Teaching, Research and Service that reflect the time reasonably required to do the work;</i></li> <li><i>iii) accommodate scholarship ; and</i></li> <li><i>iv) be reviewed in consultation with Academic Employees on an annual basis.</i></li> </ul> <p><b>Introduction of staff agency over balance of load and sufficient time:</b></p> <p><i>An Academic Employee will have a workload allocation that reasonably combines Teaching, Research and Service according to the balance of load agreed between the Academic Employee and their supervisor.</i></p> <p><i>All Academic Employees will be provided with reasonable opportunity to build and maintain a research and teaching profile.</i></p> <p><i>As soon as practicable, but no later than thirty (30) days before the commencement of each relevant teaching period, the School Dean (or equivalent) or their nominee and each Academic Employee will agree on an individual workload allocation for that teaching period.</i></p> <p><i>The research and teaching workload allocation will be sufficient to enable the research plan and teaching tasks agreed between the Academic Employee and the School Dean (or equivalent).</i></p> <p><b>Introduction of transparency:</b></p> <p><i>Each year, prior to the commencement of teaching, School/area workload allocations will be made available to all Academic Employees in a readily accessible and standardised format. In order to respect the privacy of Academic Employees, this format will only include the indicative percentage assigned to Teaching, Research, and Service to each academic employee.</i></p> <p><b>Introduction of workload review process inclusive of two NTEU nominees:</b></p> <p><i>The Workload Reference Group will be constituted by the DVC-Education (or nominee), DVC-Research (or nominee), and two NTEU nominees. It will normally meet within one fortnight of receipt of a referral in accordance with I) above, including circumstances where the application of the workload model may have caused an adverse consequence for an individual Employee. In order to prevent delays in the allocation of work, the Workload Reference Group will normally provide a report to the affected Employee/s and their line manager within three weeks of the referral.</i></p> <p><i>If the Workload Reference Group does not resolve the issue, they will refer the case to the Vice Chancellor for further consideration.</i></p> <p><i>If the matter remains unresolved the Employee may pursue the matter through another relevant jurisdiction including as a dispute in accordance with Clause 34.</i></p> |



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| <b>Academic Probation</b>                   | <b>14.2</b> | <b>14.2</b> | <b>Improvement</b> | <p>New provision:</p> <p><i>If termination of employment is proposed during probation, evidence-based reasons will be provided to the Employee within a reasonable timeframe prior to the proposed termination and will be consistent with reasonable and properly communicated probationary goals and expected outcomes.</i></p> <p><i>This does not include matters relating to conduct, which will be addressed in accordance with Clause 32, nor where a new matter arises within the four-week period preceding the end of the probation period.</i></p>   |
| <b>Casual academic engagement</b>           | <b>14.6</b> | <b>14.6</b> | <b>Improvement</b> | <p>Introduction of 2-hours minimum casual academic engagement.</p>  |
| <b>Termination on grounds of ill health</b> | <b>14.8</b> | <b>14.8</b> | <b>Improvement</b> | <p>Addition of:</p> <p><i>The University will consult with the Academic Employee about the choice of medical practitioner, and the timing of the appointment prior to booking the medical examination, however, retains the right to appoint the medical practitioner if agreement cannot be reached.</i></p> <p>Addition in red:</p> <p><i>Where an Academic Employee refuses to undergo the medical examination, <b>without a valid reason</b>, the University is entitled to determine that the Academic Employee will be unable to perform their duties for at least 12 months.</i></p>   |
| <b>Duties, training and development</b>     | <b>15</b>   | <b>15</b>   | <b>Improvement</b> | <p>Removal of this:</p> <p><del><i>Employees are required to safely undertake all duties that are within their skill and competence, including duties which are incidental or peripheral to the Employee's substantive position, as directed by the University.</i></del></p> <p>Addition of this:</p> <p><i>The University will comply with its primary duty of care under the WA Workplace Health &amp; Safety Act 2020 and related regulations to provide a safe and healthy workplace and is committed to ensuring, as far as is reasonably practicable, the health and safety of Employees, including through promoting and providing training in work health and safety.</i></p> <p><i>While at work an Employee will as far as reasonably practicable :</i></p> <ul style="list-style-type: none"> <li><i>a) take reasonable care for their own health and safety and endeavour to ensure that their acts or omissions do not adversely affect the health and safety of other persons;</i></li> <li><i>b) promptly report incidents, injuries and hazards;</i></li> <li><i>c) comply with all lawful and reasonable instructions from their employer in relation to workplace health and safety; and</i></li> <li><i>d) cooperate with the University's applicable workplace health and safety policies and procedures.</i></li> </ul> |

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| <b>Incremental progression</b>                          | <b>16.2</b>                  | <b>16.2</b>                  | <b>Improvement</b>   | <p>Addition of this:</p> <p><i>An Employee will be deemed ineligible for an increment increase and an increment will be withheld only where the University can demonstrate that an Employee is underperforming, and provided the Employee has been given a reasonable opportunity to remedy the alleged performance deficits.</i></p> |
| <b>Clinical loadings</b>                                | <b>16.6</b>                  | <b>16.6</b>                  | <b>Improvement</b>   | <p>Addition of this:</p> <p><i>An employee will be paid the equivalent of any clinical loading which is applicable in accordance with any Modern Award.</i></p> <p>There are currently no clinical loadings paid at Murdoch.</p>  |
| <b>Professional classification</b>                      | <b>17.1</b><br><b>17.3b)</b> | <b>17.1</b><br><b>17.3a)</b> | <b>Improvement</b><br><b>Improvement</b>                       | <p>Amended so that position classification must be consistent with the classification descriptors.</p> <p>An employee can now apply for reclassification in the same role again after twelve months (currently no reapplication permitted).</p>   |
| <b>Trainees and apprentices</b>                         | <b>20</b>                    | <b>20</b>                    | <b>Improvement</b>   | Introduction of provisions for trainees and apprentices.  |
| <b>Overtime meal allowance</b>                          | <b>21.9</b>                  | <b>21.9</b>                  | <b>Improvement</b>   | Introduction of overtime meal allowance.  |
| <b>Excess annual leave</b>                              | <b>22.13</b>                 | <b>22.13</b>                 | <b>Improvement</b>   | Improved wording on leave management plan.  |
| <b>Additional personal leave</b>                        | <b>23.11</b>                 | <b>23.11</b>                 | <b>Improvement</b>   | <p>Addition:</p> <p><i>Additional personal leave requested by an Employee will not be unreasonably refused.</i></p>   |
| <b>Family and domestic violence leave</b>               | <b>24</b>                    | <b>24</b>                    | <b>Improvement</b>   | <p>Casual staff now have access to the paid leave.</p> <p>Obligation to provide evidence changed from 'will' to 'may'.</p>  |
| <b>Public holidays and limited-service period (LSP)</b> | <b>26</b>                    | <b>26</b>                    | <b>Improvement</b><br><b>Improvement</b><br><b>Improvement</b> | <p>'Requirement' to work a public holiday is replace with 'request'.</p> <p>Easter LSP removed.</p> <p>Staff are entitled to take leave in advance during the LSP if they have insufficient accrual.</p>  |
| <b>Long service leave</b>                               | <b>27</b>                    | <b>27</b>                    | <b>Improvement</b><br><b>Improvement</b>                       | <p>Introduction of explicit reference to LSL for casual employees.</p> <p>Professional qualifying period reduced from 10 to 7 years.</p>  |

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|                                       |                        |                         | <b>Improvement</b> | Addition of this: <i>Where a statutory LSL provision is more beneficial to an employee than the terms of this Agreement, the staff member may elect to access the statutory provision.</i>   |
|                                       |                        |                         | <b>Diminution</b>  | Removal of: <i>During any subsequent periods of continuous service, a Professional Employee may elect to take up to six (6) weeks' pro rata long service leave after three and a half (3.5) years' service.</i>  |
| <b>Parental leave</b>                 | <b>28</b>              | <b>28</b>               | <b>Improvement</b> | Paid partner leave increased from 5 to 20 days.  |
| <b>Volunteer leave</b>                | <b>29.11</b>           | <b>N/A</b>              | <b>Improvement</b> | New provision of 2 paid days per year.   |
| <b>Written notice</b>                 | <b>30.1</b>            | <b>30.3</b>             | <b>Improvement</b> | Academic notice reduced from 6 months to 3 months or end of teaching period, whichever is greater,   |
|                                       | <b>32.2</b>            | <b>32.2</b>             | <b>Improvement</b> | Removal from serious misconduct definition of ' <i>conduct that causes serious and imminent risk to the reputation, viability or profitability of the University</i> '.  |
| <b>Serious misconduct termination</b> | <b>32.9</b>            | <b>32.10</b>            | <b>Improvement</b> | Removal of 'misconduct': <i>Where the University is considering termination of employment for <del>misconduct</del> serious misconduct, the Employee may lodge a request for independent review within two (2) working days of receiving notice of the University's intention to terminate their employment.</i><br><br>This was an error in the current EA as 32.7 makes it clear termination only applies to serious misconduct. |
| <b>Independent review</b>             | <b>32.9 &amp; 33.6</b> | <b>32.10 &amp; 33.6</b> | <b>Improvement</b> | More direct involvement of NTEU in selection reviewers. New requirement that reviewers be external to the University.  |
| <b>Dispute resolution procedure</b>   | <b>34</b>              | <b>34</b>               | <b>Improvement</b> | Improved status quo provision.   |
| <b>Major change</b>                   | <b>36.3</b>            | <b>36.3</b>             | <b>Improvement</b> | New requirement to notify NTEU of major change.<br><br>New requirement to include these matters in change proposals:<br><br><i>Any proposed changes to staffing, work operations, or modes or scheduling of teaching delivery;</i><br><br><i>How required remaining work will be reasonably accommodated consistent with work health and safety obligations.</i>   |
| <b>Union business</b>                 | <b>37</b>              | <b>37</b>               | <b>Improvement</b> | Significant new provisions:<br><br><i>Employee union representatives accredited by the Union will, in consultation with their manager or supervisor, be entitled to a reasonable release from normal duties, without loss of pay, to:</i><br><br><i>i) consult, liaise or negotiate with nominated representatives on matters of concern to union members; and</i>   |

|  |                   |            |                      |   |
|--|-------------------|------------|----------------------|---|
|  |                   |            |                      | <p><i>ii) consult, liaise or negotiate with union members.</i></p> <p><i>An Employee who has been appointed as a union representative will be allowed reasonable time off during working hours to represent members of their union in regard to processes and matters under this Agreement.</i></p> <p><i>Agreed arrangements for NTEU elected officer time release (0.2FTE unless otherwise agreed) will be documented through an exchange of letters between the University and NTEU. The NTEU will provide reasonable advance notice of the proposed distribution and commencement of the time release between the elected officer positions, including any variations.</i></p> <p><i>All union members will be able to participate in union meetings if they choose.</i></p> <p><i>The University will reasonably endeavour to ensure union members can access accredited union officials during ordinary working hours.,</i></p> <p><i>No Employee will be disadvantaged as a result of union activities conducted in accordance with responsibilities incurred due to bargaining for, or implementation of, an enterprise agreement.</i></p> <p><i>Information about the NTEU will form part of online Employee inductions.</i></p> |
| <b>Outsourcing</b>                                       | <b>38</b>         | <b>N/A</b> | <b>Improvement</b>   | New provision: <i>The University will consult with the Workplace Engagement Group if a new outsourcing proposal is under consideration and will genuinely consider the NTEU's views before the proposal is released under the workplace change provisions.</i>  |
| <b>Grievance</b>   | <b>39</b>         | <b>N/A</b> | <b>Improvement</b>   | New principles-based provision.   |
| <b>Murdoch Active</b>                                    | <b>Schedule 5</b> | <b>N/A</b> | <b>Improvement</b>   | Murdoch Active newly covered by the Agreement.  |
| <b>Innovative Chiropractic Limited</b>                   | <b>Schedule 6</b> | <b>N/A</b> | <b>Improvement</b>   | Innovative Chiropractic Limited newly covered by the Agreement.   |
| <b>The Animal Hospital at Murdoch University (TAHMU)</b> | <b>Schedule 7</b> | <b>N/A</b> | <b>No net change</b> | Specific provisions called out for TAHMU and placed in a schedule.  |