



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Murdoch University
(AG2024/558)

MURDOCH UNIVERSITY ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 22 MARCH 2024

Application for approval of the Murdoch University Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Murdoch University Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Murdoch University. The Agreement is a single enterprise agreement. The Agreement covers two employers, the second being Innovative Chiropractic Learning Pty Ltd. The employers are single interest employers within the meaning of s.172(5)(b) of the Act.

[2] The Applicant has only filed one form F17 on behalf of the employers. However, noting that they are single interest employers, I dispense with compliance with rule 24(1) in accordance with rule 6.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] The National Tertiary Education Industry Union (NTEU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation. The NTEU supports approval of the Agreement.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 March 2024. The nominal expiry date of the Agreement is 31 July 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.
AG2024/558

Applicants:

Murdoch University
Innovative Chiropractic Learning Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Professor Andrew Deeks, Vice Chancellor, have the authority given to me by Murdoch University and Innovative Chiropractic Learning Pty Ltd trading as Murdoch University Chiropractic Clinic (ICL) to give the following undertakings with respect to the *Murdoch University Enterprise Agreement 2023 (Agreement)*:

1. Clause 5 – Definition of Seven Day Shift Worker

The University undertakes that a Seven Day Shift Worker as defined in clause 5 is a shift worker for the purposes of the NES.

2. Clause 22.3 – Annual leave

ICL undertakes that, if an employee of ICL is regularly rostered to work their ordinary hours outside 7.30 am - 9.00 pm Monday to Friday and/or 8.00 am - 4.30 pm Saturday, they are a shift worker for the purposes of the NES and entitled to accrue an additional week of annual leave while so rostered.

3. Clause 22.13 – Direction to Take Excess Leave

The University and ICL undertake that:

- (a) the reference in paragraph 22.13(b) to 'thirty (30) days' shall be replaced with 'eight weeks or ten weeks for a Seven Day Shift worker'; and
- (b) the reference in paragraph 22.13(c) to 'four (4) weeks (or 20 days)' shall be replaced with 'six weeks'.

4. Schedule 5 (Murdoch Active) Overtime

- (a) The University undertakes to pay Murdoch Active Employees overtime at the prescribed rates as per Schedule 5 for work performed in excess of 37.5 hours per week or an average of 37.5 hours per week over a four week period (where such averaging of hours has been agreed with the Employee).

- (b) The University undertakes that, if a Part-time Employee in Murdoch Active works in excess of their agreed hours of work, the University will review the payments received by the Employee for the relevant pay period and, if the Employee has been paid less than the amount they would have received under the *Fitness Industry Award 2020*, had they been paid at the applicable Award rate for those hours, the University will make a payment to the Employee so that they are no worse off.

5. Schedule 6 (ICL) Overtime

- (a) ICL undertakes to pay ICL Employees overtime at the prescribed rates as per Schedule 6 for work performed in excess of 37.5 hours per week or an average of 37.5 hours per week over a four week period (where such averaging of hours has been agreed with the Employee).
- (b) ICL undertakes that, if a Part-time Employee in ICL works in excess of their agreed hours of work, ICL will review the payments received by the Employee for the relevant pay period and, if the Employee has been paid less than the amount they would have received under the *Health Professionals and Support Services Award 2020*, had they been paid at the applicable Award rate for those hours, ICL will make a payment to the Employee so that they are no worse off.

6. Clause 13.5(c) TOIL

The University undertakes that when accrued TOIL is paid out for any reason, it will be paid at the applicable overtime rate/s.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature
Professor Andrew J Deeks

19 March 2024
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



Murdoch University Enterprise Agreement 2023

Ngala kwop biddi.
Building a brighter
future, together.



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1 Agreement Title

This Agreement is called the *Murdoch University Enterprise Agreement 2023* (**Agreement**).

2 Parties to the Agreement

2.1 This Agreement covers:

- a) Murdoch University (ABN 61 616 369 313);
- b) Employees of the University who are engaged in positions set out in Schedule 1, Schedule 2, Schedule 3 or Schedule 4 including employees engaged in Murdoch Active;
- c) Innovative Chiropractic Learning Pty Ltd trading as Murdoch University Chiropractic Clinic (**ICL**) (ABN 58 107 431 050);
- d) Employees of ICL; and
- e) The National Tertiary Education Union (**NTEU**), subject to section 201(2) of the Fair Work Act being met.

2.2 The Agreement does not cover:

- a) The Vice Chancellor;
- b) All members of the Senior Leadership Team (including but not limited to, the Chief People Officer, Chief Financial Officer, Chief Experience Officer and Deputy Vice Chancellors) and Professional Staff Directors (or equivalent) who are employed above the classifications set out in this Agreement;
- c) University Employees classified in levels above the classifications set out in this Agreement;
- d) Employees engaged in the University's commercial activities in childcare, hospitality, retail, theatres, cinemas, or any other operation not primarily involving teaching and research or directly supporting teaching and research.

3 Term of the Agreement

3.1 This Agreement will operate seven (7) days from the date it is approved by the Fair Work Commission (**Commencement Date**). This Agreement will have a nominal expiry date of 31 July 2026, unless this is varied by agreement and in accordance with the Fair Work Act.

3.2 The parties will endeavour to commence negotiations for a replacement agreement by no later than the nominal expiry date of this Agreement, unless otherwise agreed.

4 Stand-alone Agreement, Natural Justice and Procedural Fairness

4.1 This Agreement operates to the exclusion of any modern award or other industrial instrument, with the exception of Clause 11 – Fixed Term Contracts which incorporates specific provisions of the *Higher Education Academic Staff Award (2020)* and the *Higher Education General Staff Award (2020)*.

- 4.2 This Agreement replaces the Murdoch University Enterprise Agreement 2018.
- 4.3 University policy, procedures or guidelines referred to in this Agreement do not form part of this Agreement.
- 4.4 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.
- 4.5 The Agreement will be implemented in accordance with the principles of natural justice and procedural fairness.
- 4.6 Right to disconnect
- a) 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.
 - b) The right to disconnect in no way implies a fixed span of hours for Academic Employees or a constraint for academic flexibility.

5 Definitions

The following definitions will apply throughout this Agreement:

Academic Employee means an Employee appointed to a position at classifications listed in Schedule 3.

Base Hourly Rate is the hourly rate of pay for ordinary hours of work excluding allowances, penalties, loadings and overtime. The base hourly rate is calculated by dividing the annual base salary listed in Schedule 1 or 2 by 26.0833 and then dividing by 75.

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.

Employee means an Academic Employee or a Professional Employee, as defined in this Agreement.

Employee Couple means two Employees of the University who are each the spouse, de-facto or same sex partner of the other.

Employer means the University and ICL except where the context makes it clear that 'employer' is referring to either the University or ICL.

External Funding means identifiable funding external to the University, but not funding that is part of an operating grant from government, or funding comprised of payment of fees made by or on behalf of students.

Fair Work Act means the *Fair Work Act 2009* (Cth) as amended.

First Nations means Employees who identify as Aboriginal and Torres Strait Islander Peoples.

FTE means full time equivalent.

Immediate Family means:

- i) A spouse, de facto partner including same sex partner, child, parent, grandparent,

grandchild or sibling of the Employee; or

- ii) A child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner including same sex partner; and
- iii) With regard to Aboriginal and Torres Strait Islander Employees and for the purposes of personal leave, 'family' includes an equivalent kinship relationship.

'In writing' when used in the context of the Agreement will include email and SMS (text) correspondence.

Limited Service Period means the holiday period surrounding December and January each year when the University only offers a limited amount of its services.

NES means the National Employment Standards set out in the Fair Work Act, as amended.

Perinatal Death means the death of a foetus of twenty-two (22) or more weeks of gestation; or the death of an infant within twenty-eight (28) days of birth.

Partner means a person who is a spouse, de facto or same sex partner of a primary care giver.

Primary caregiver means a person who assumes the principal role of providing care and attention to the child.

Professional Employee means an Employee, who is not an Academic Employee and who is appointed to a classification listed in Schedule 4.

Research Code means the Australian Code for the Responsible Conduct of Research.

Research Studies Program (RSP) means a program of research or scholarly activity or professional development undertaken during a period when an Employee is relieved of other University duties.

Seven (7) day shift worker means:

- i) A Professional Employee who works over seven (7) days of the week and is regularly rostered to work on Sundays and public holidays on shifts which are continuously rostered twenty-four (24) hours a day seven days a week; or
- ii) an Employee who has been receiving an additional week of annual leave immediately prior to the commencement of the 2018 Agreement and continues to be engaged on shift work.

Suitable alternative employment means a position as an Employee of the University:

- i) that has employment conditions comparable to that of the Employee's substantive position; and
- i) that requires similar experience, qualifications and skills including where a reasonable level of retraining provided by the University may be required; and
- ii) where the ordinary hours of duty and pattern of hours are reasonably similar to those worked by the Employee in the redundant position; and
- iii) which is within a reasonable commuting distance of the Employee's current place of work; and
- iv) in the case of an Academic Employee:
 - A. is consistent with their career experience or specialisation; and

- B. has a salary not less than their current position.
- v) in circumstances where there is a transfer of business, as defined by the Fair Work Act, and an Employee is offered and accepts alternative employment as defined by the Fair Work Act with the new employer.

University means Murdoch University (ABN 61 616 369 313) and Innovative Chiropractic Learning Pty Ltd trading as Murdoch University Chiropractic Clinic (ABN 58 107 431 050).

2018 Agreement means the Murdoch University Enterprise Agreement 2018.

6 Aboriginal and Torres Strait Islander Employment

- 6.1 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:
 - a) Respect and acknowledge the Traditional Owners of the land on which the University campuses are situated;
 - b) Respect and protect the rights of its and Aboriginal and Torres Strait Islander students and staff; and
 - c) Promote a fair and inclusive educational and work environment for Aboriginal and Torres Strait Islander Employees and students.
- 6.2 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**).
- 6.3 Consistent with the principles set out in the RAP, the University will:
 - a) Promote knowledge of the histories and cultures of Aboriginal and Torres Strait Islander peoples at the University; and
 - b) Promote and develop career pathways for Aboriginal and Torres Strait Islander persons.
- 6.4 The University Senate monitors the implementation of the RAP. The RAP does not form part of this Agreement.
- 6.5 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 Department of Education employment data.
- 6.6 Failure to achieve the objective set out in Clause 6.5 will not be regarded as a breach of the Agreement provided that the University has demonstrated reasonable endeavours to meet the objective.

7 Types of Employment

The University may choose to employ Full time and Part time Employees (on a continuous ongoing basis or Fixed term basis) and Casual Employees in accordance with the provisions of this clause.

7.1 A **Full time Employee** will work:

- a) For Academic Employees, an average of 37.5 hours per week; and
- b) For Professional Employees, ordinary hours as determined under clause 11 – Hours of Work.

7.2 A **Part time Employee**:

- a) will work less than 37.5 hours per week;
- b) will work a regular pattern of hours as determined by the University and advised to the Employee on commencement. These hours can be varied by agreement from time to time;
- c) who is a Professional Employee will work ordinary hours as determined under clause 11 – Hours of Work; and
- d) will receive, on a pro rata basis, the same conditions as a Full time Employee unless otherwise specified in the Agreement.

7.3 A **Casual Employee** will be engaged and paid by the hour.

- a) Casual Professional Employees will be paid the applicable Base Hourly Rate in accordance with the classification in Schedule 1 plus a 25% loading in accordance with clause 9.
- b) Casual Academic Employees will be paid the applicable casual hourly rates listed in Schedule 2 of this Agreement. These rates are inclusive of a 25% casual loading.
- c) Casual Employees are not entitled to redundancy pay, or any paid or unpaid leave entitlements unless expressly provided by this Agreement or as required by relevant legislation.

7.4 A **Fixed term Employee** will be engaged in either a full time or a part time capacity in accordance with Clause 8 of this Agreement.

8 Fixed Term Employment

8.1 **Fixed Term Employment** 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).

8.2 The Use of Fixed Term Employment

- a) 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.

- b) 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:
- (i) **Specific Task or Project:** 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 of fees made by or on behalf of students.
 - (ii) **Research:** means the Employee is engaged to perform research only functions for a contract period not exceeding five (5) years;
 - (iii) **Replacement Employee:** the Employee is engaged as a replacement employee either:
 - a) Undertaking work 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 performing the duties of:
 - i. a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
 - ii. a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for the higher duties position;

until a full time or part time Employee is engaged for the vacant position, or vacant higher duties position, as applicable.
 - (iv) **Recent Professional Practice Required:** 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 two (2) years;
 - (v) **Pre-Retirement Contract:** 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 five (5) years;
 - (vi) **Fixed-Term Contract Subsidiary to Studentship:** 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:
 - 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

- b) an offer of Fixed term employment under Clause 8 must not be made on the condition that the person offered the employment undertake the studentship.

8.3 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:

- a) continue the position; or
- b) not renew their fixed term contract.

8.4 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.

8.5 Severance Pay

- a) A Fixed term Employee employed on a contract for:
 - (i) a specific task or project (as per Clause 8.2.b (i); or
 - (ii) a research only function (as per Clause 8.2.b (ii);

who has not secured employment with the University at the expiry of their contract because, following their second or subsequent Fixed term contract, the same or substantially similar duties are not required by the University, will be entitled to receive the following amount of severance pay on termination of employment:

Period of continuous service	Severance pay
More than 1 but not more than 2 years	4 weeks
More than 2 but not more than 3 years	6 weeks
More than 3 but not more than 4 years	7 weeks
More than 4 years	8 weeks

- b) Where the University offers, and an Employee does not accept, suitable alternative employment, the severance pay in clause 8.5(v) will not be paid, subject to the requirements of the Fair Work Act.
- c) Where the University advises an Employee in writing that further employment may be offered within six (6) weeks of the expiry of a period of eligible fixed term employment, then the University may defer payment of severance benefits in this clause for a maximum period of four (4) weeks from the expiry of the period of Fixed term employment.
- d) Where a Fixed term Employee upon termination of their employment is identified as being eligible for redundancy pay under the Fair Work Act, the greater amount of either the severance pay under this clause, or redundancy pay under the Fair Work Act will apply.
- e) For the avoidance of doubt, where a severance payment has been erroneously applied to an Employee who is eligible for redundancy pay, the amount of severance pay provided will be offset against the entitlement to redundancy pay.

9 Casuals (Professional Employees)

9.1 Application of Casual Loading on Penalty Rates

- a) Where a shift, overtime, or public holiday penalty in this Agreement is applicable to a Casual Professional Employee, the penalties will be applied in the following manner:

(Base hourly rate of pay x Penalty) + (25% of the base hourly rate of pay)

9.2 Minimum Engagement

The minimum period of engagement for a Casual Professional Employee will be as follows:

- a) Employees who are students (including postgraduate students) who are expected to attend the University on that day in their capacity as students will have a minimum engagement period of one (1) hour;
- b) Employees with a primary occupation with the University or another campus-based entity have a minimum period of engagement of one hour; and
- c) all other Casual Employees must have a minimum period of engagement of three (3) hours.

9.3 Conversion

- a) Casual Professional Employees may apply in writing for conversion to other employment types in accordance with this clause.
- b) To be eligible to apply for conversion, a Casual Professional Employee must be employed:
 - (i) with the University for a period of at least twelve months; and
 - (ii) on a regular and systematic basis in a substantially similar position over the immediately preceding period of six (6) months.

Such conversion will not unreasonably be withheld.

10 Probation (Professional Employees)

- 10.1 Professional Employees' employment (other than Casual Professional Employees and Academic Employees) will be subject to a probationary period of up to six (6) months from the date of their commencement with the University.
- 10.2 Periods of unpaid or unauthorised leave will extend the probationary period by the relevant amount of leave taken.
- 10.3 At any time during the probationary period, the University may elect to terminate the Professional Employee's employment with the required written notice in Clause 30 – Termination of Employment.
- 10.4 Fixed term Professional Employees on second or subsequent fixed term contracts with the University will not be subject to a further probationary period.

- 10.5 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.
- 10.6 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.

11 Hours of Work (Professional Employees)

11.1 Ordinary Hours

- a) Professional Employees' ordinary hours of work are 37.5 hours per week. Where the University and the Employee agree, these hours may be averaged and worked over a four-week cycle.
- b) Full time Professional Employees normally work no less than 7.5 ordinary hours in any one day, unless otherwise agreed.
- c) Ordinary hours are to be worked between the span of hours of Monday to Friday, 6:00am to 8:30pm.
- d) The span of ordinary hours may be increased by up to one (1) hour either side of the above span of hours where there is agreement with the University and the majority of Professional Employees within a work area, or by an individual Professional Employee.

11.2 Meal Breaks

- a) Professional Employees are entitled to the following breaks:
 - (i) Unpaid meal break between thirty (30) minutes and sixty (60) minutes for work shifts greater than five (5) hours. The break will be taken close to the middle of the working day or as agreed.
 - (ii) Paid tea breaks of up to ten (10) minutes will be available for morning and afternoon tea.
 - (iii) Professional Employees working overtime must have an unpaid meal break of between thirty (30) minutes and sixty (60) minutes after each five (5) hours of work.

11.3 Flexible Working Hours

- a) Any Full time or Part time Employee may request a flexible working hours arrangement provided the arrangement is consistent with this clause and University policy as amended from time to time.
- b) A change in working arrangements may include, but is not limited to, changes in hours of work, changes in patterns of work, and/or changes in locations of work.
- c) Where the University and the Professional Employee reach agreement on a flexible working hours arrangement, the agreement must be captured in writing.

- d) A flexible working hours arrangement must be reasonable and fall within the University's ordinary working hours. For Professional Employees, rostered ordinary hours of work can be arranged as necessary in compliance with Clause 11.1.
- e) It is the responsibility of the supervisor and Professional Employee to ensure Professional Employees' contracted hours of work are completed during the applicable roster cycle.
- f) Should the University not be able to accommodate a flexible working arrangement request, the University will refuse on reasonable business grounds and will inform the employee in writing of the reasons.
- g) If a flexible working arrangement is no longer meeting operational requirements and is required to be terminated, the Employee will be provided with the reasonable business grounds in writing at least eight (8) weeks prior to ceasing the arrangement.
- h) Nothing in this clause precludes an Employee from applying for a flexible working arrangement in accordance with the National Employment Standards or applicable legislation.

11.4 Reasonable Additional Hours

- a) From time to time, Professional Employees may be required to work reasonable additional hours to their rostered hours to meet operational requirements.
- b) In determining whether the additional hours are 'reasonable', a range of factors must be taken into account, including (but not limited to):
 - (i) any risk to the Professional Employee's health and safety;
 - (ii) the Professional Employee's personal circumstances including family responsibilities;
 - (iii) the operational requirements of the workplace;
 - (iv) the notice (if any) given for the need to work the additional hours and the Professional Employee's intention to refuse it; and
 - (v) any other relevant matter.
- c) Professional Employees who work reasonable additional hours will be entitled to overtime in accordance with Clause 13.

11.5 Professional Employees' start and finish times, roster cycles and hours of work will be advised by the University from time to time in accordance with the terms of this clause.

11.6 Professional Employees will be provided with at least four (4) weeks' notice in writing of a variation to the pattern of hours they normally work unless the Professional Employee agrees to a shorter notice period.

12 Shift Work (Professional Employees)

12.1 Where a Professional Employee is required to work shift work, the roster cycle will ensure that the Employee's ordinary hours of work will be an average of 37.5 hours per week over the applicable roster cycle. Provided that any shift:

- a) will not exceed ten and a half (10.5) hours in duration (exclusive of meal break) on any day of the roster period (other than a Security Officer); or
 - b) for a Security Officer, will not exceed eight (8) hours in duration (exclusive of meal break) on any day of the roster period; and
 - c) no Professional Employee will be required to be rostered for:
 - (i) more than one (1) shift in any twenty-four (24) hour period;
 - (ii) more than ten (10) shifts per fortnight; and
 - (iii) more than six (6) consecutive days (unless otherwise agreed with an Employee) in any roster period.
- 12.2 For Professional Employees' who work shift work, ordinary hours will be worked in accordance with rosters set in advance by the University.
- 12.3 For the purposes of this clause, a Professional Employee must be provided a break in duty of at least ten (10) hours between rostered shifts, or by agreement, this break can be eight (8) hours.
- 12.4 Twenty-four (24) hours' notice must be given to a Professional Employee where the University requires a change to any shift roster, unless otherwise agreed.
- 12.5 Shift rosters may change due to operational circumstances. Any permanent changes to shift rosters will be subject to consultation with the relevant Employee(s).
- 12.6 Professional Employees who work shift work will be paid the following shift allowances when working ordinary hours within the defined shifts:
- a) **Saturday and Sunday Shift** – Ordinary hours worked on a Saturday will be paid at 150% of the Professional Employee's base hourly rate, and on a Sunday will be paid at 175% of the Professional Employee's base hourly rate for each hour worked.
 - b) **Afternoon Shift** – Ordinary hours finishing after 6pm and at or before midnight on any weekday will be paid at 115% of the base hourly rate for each hour worked.
 - c) **Rotating Night Shift** – Ordinary hours finishing after midnight and at or before 8am on any weekday will be paid at 115% of the base hourly rate for each hour worked.
 - d) **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.
 - e) **Public Holiday Shift** – An Employee required to work ordinary hours on any public holiday will be paid at 250% of the Employee's base hourly rate for each hour worked.
- 12.7 The shift allowances will be applied to the Employee's applicable base hourly rate contained in Schedule 1 in respect to ordinary hours worked, other than Afternoon and Night shift allowances which will be applied to the base hourly rate of level 3 step 10.
- 12.8 The penalty rates within this clause and Clause 13 – Overtime are not cumulative. Where an Employee is entitled to more than one penalty rate, the Employee will be entitled to the highest single penalty rate.

- 12.9 To be clear, Professional Employees will either receive overtime pay or shift penalties, but not both.

13 Overtime (Professional Employees)

- 13.1 Where the University requires Professional Employees to work additional hours:

- a) in excess of the ordinary hours prescribed in Clause 11.1; or
- b) for Professional Shift Employees, in excess of the hours prescribed in Clause 12.1,

then they will be paid for these additional hours at the rates set out below, subject to Clause 9.1 for Casual Professional Employees:

When	Rate relative to base hourly rate
Monday to Friday	150% for the first (3) hours and 200% thereafter.
Saturday (before 12pm)	150% for the first (3) hours and 200% thereafter.
Saturday (12pm onwards) onwards)	200%
Sunday	200%
Public Holiday	250%

- 13.2 All overtime is to be calculated and applied to Professional Employees' applicable base hourly rate of pay in Schedule 1 for each hour worked.

- 13.3 A Professional Employee whose maximum salary exceeds the base annual salary of Level 7 step 40 is not entitled to paid overtime as prescribed within this clause but is entitled to time off in lieu.

- 13.4 Overtime must be authorised in advance by a Professional Employee's supervisor.

- 13.5 Time off in lieu of overtime (TOIL)

- a) A Professional Employee may request, and the University may agree to time off in lieu instead of payment for overtime under this clause.
- b) When time off is taken, time will be calculated using the same formula as the applicable overtime rate.
- c) If time in lieu is not taken within two (2) months of its accrual for any reason, payment for the time will be made to the Employee, unless otherwise agreed by the University.
- d) The University will support an Employee to take their time off in lieu wherever possible, subject to the University's operational requirements.

- 13.6 Rest periods after working overtime

- a) A Professional Employee who works overtime beyond the ordinary hours of duty is entitled to a ten (10) hour break, without loss of salary, before returning to duty.
- b) If the Professional Employee is required to continue, or return to work, without such break, the Employee shall be paid at 200% at the Employee's base hourly rate until released from duty for at least ten (10) consecutive hours.

13.7 Recalled to Work

- a) A recall to work is classified as an overtime type, and only applies to Employees who are **not** receiving an on-call or availability allowance – for this engagement, please refer to Clause 21.7.
- b) An Employee may be recalled to work if they are directed by the University to return to work after they have completed their ordinary hours of work. For example, an Employee finishes work at 4pm and due to an emergency is requested to return to work at 10pm.
- c) For the avoidance of doubt, a recall to work does not apply where overtime is worked at a time continuous with ordinary hours of work.
- d) If an Employee is required to return to work, overtime and minimum engagement periods apply. For the purposes of calculating payment, each period of recall will stand alone, except where the second or subsequent return to duty falls within the same minimum engagement period.
- e) An Employee recalled to work overtime will be paid at the prescribed overtime rate for a minimum period as per the below:

Day Recalled to Duty	Minimum Period to be Paid
Saturday, Sunday or Public Holiday	3 hours
Monday to Friday (prior notice given)	1.5 hours
Monday to Friday (no prior notice given)	2.5 hours.

14 Academic Matters (Academic Employees)

The provisions of this clause will apply to Academic Employees only.

14.1 Academic Workloads

The following subclause applies to Full time and Part time Academic Employees.

- a) The scope of academic work will include a reasonable combination of activities in the three core activities identified in the *Murdoch University 2023-2030 Strategy, Ngala Kwop Biddi, Building a brighter future, together: Education, Research, and Engagement*.
- b) The nature of tasks within these three core areas is varied and includes academic and administrative work, allocated tasks and self-determined tasks. For academic workload purposes, the tasks are broadly categorised as teaching, research, and service.
- c) The University will take reasonably practicable steps to ensure that Academic Employees have sufficient and reasonable time to perform their allocated and self-determined tasks, and that they are not required to work excessive or unreasonable hours.
- d) The workload allocation assumes that an Academic Employee will take four (4) weeks of annual leave (i.e., 20 days) and 10 days of Public Holidays or days in lieu of Public Holidays; therefore, the number of hours of work per year is 1,725. Workload allocation for a Part-time Academic Employee will be calculated on a pro-rata basis.
- e) Each School Dean (or equivalent) will develop and maintain a workload model for their School/area consistent with the terms of this Agreement. Workload models will:

- i) be developed in consultation with all Academic Employees of the respective Schools/areas;
 - ii) use allocations for Teaching, Research and Service that reflect the time reasonably required to do the work;
 - iii) accommodate scholarship; and
 - iv) be reviewed in consultation with Academic Employees on an annual basis.
- f) Workloads will be allocated to Academic Employees in accordance with the workload model, following consultation with Academic Employee(s), which takes account of the following:
 - i) the academic role undertaken by the particular Academic Employee;
 - ii) an equitable and transparent distribution of workload within the School, and across Colleges;
 - iii) work and safety obligations;
 - iv) the *Murdoch University 2023-2030 Strategy, Ngala Kwop Biddi, Building a Brighter Future Together*.
 - v) the operational requirements of the University; and
 - vi) planned leave.
- g) 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. It is recognised that an Employee may at times, by agreement, focus more intensively on a particular type of academic activity, in which case the respective allocations will be amended accordingly.
- h) All Academic Employees will be provided with reasonable opportunity to build and maintain a research and teaching profile. 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) 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. The annual percentage of workload allocated to each of the three types of tasks (as described in (b)) will not change after being published, except by agreement, but there may be an adjustment of tasks within each component of load.
- j) 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.
- k) If an Academic Employee is dissatisfied with their workload allocation, they may seek a review by the Head of College (or equivalent) or their nominee.
- l) If the Academic Employee's workload concern remains unresolved, it will be referred to the Workload Reference Group.

- m) 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. If the Workload Reference Group does not resolve the issue, they will refer the case to the Vice Chancellor for further consideration.
- n) If the matter remains unresolved the Employee may pursue the matter through another relevant jurisdiction including as a dispute in accordance with Clause 34.

14.2 Academic Probation

- a) All new Academic Employees (other than Casual Academic Employees) will be appointed on a period of probation.
 - (i) For new Academic Employees, the period of probation will be twelve (12) months. Prior to the expiry of probation, the University may elect to extend this period by up to a further twelve (12) months; or
 - (ii) For Fixed term Academic Employees whose contract length is twelve (12) months or less, the period of probation will be six (6) months.
- b) At any time during the probationary period, the University may elect to terminate the Academic Employee's employment with the required period of written notice as set out in Clause 30 – Termination of Employment.
- c) 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.
- d) 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.
- e) For Fixed term Employees, any second or subsequent fixed term contract that commences within six (6) weeks of the end of the previous contract will not contain a period of probation.

14.3 Academic Freedom

- a) 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.
- b) An Academic Employee will not be taken to be exercising academic freedom where they:
 - 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
 - ii) deny or interfere with another person's exercise of academic freedom; or
 - iii) engage in bullying, harassment, vilification, or intimidation.

- c) 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.

14.4 Academic Promotion

The University will maintain a policy regulating Academic Promotion as amended from time to time. The policy will provide Academic Employees the right to apply for promotion. The policy will include provisions that ensure promotion applications are assessed by an appropriate committee (as determined by the policy), and that Academic employees can seek a review of promotion decision, where a promotion is denied.

14.5 Availability for Consultation

- a) Academic Employees who have teaching responsibilities will ensure that they are reasonably available to consult with students and Employees outside contact hours. The requirement to be reasonably available to consult with students and Employees also applies to casual Academic Employees, having regard to the hours for which they are contracted to work.
- b) Academic Employees will promptly answer communications from students and Employees.

14.6 Casual Academic Employees

- a) Casual Academic Employees will be entitled to:
 - (i) have reasonable access to University facilities for the purposes of preparation, marking and student consultation, such facilities may include a workstation, telephone, networked computer, and email access; and
 - (ii) a minimum engagement of two (2) hours for academic duties will apply to casual academic employees. This includes any associated working time for a task.
 - (iii) a minimum of three (3) hours payment for attendance at induction sessions required by University; and
 - (iv) payment for meetings for which their attendance is required by their immediate supervisor; and
 - (v) reasonable access to staff development opportunities.
- b) Unless expressly authorised by a Casual Academic Employee, the University will not include publications or creative works of Casual Academic Employees in any report, list, promotional material or grant application.

14.7 Research Studies Program (RSP)

- a) Academic Employees can apply for RSP in accordance with the relevant University policy, as amended from time to time.
- b) Academic Employees who are eligible to apply for RSP in accordance with the relevant University policy may also apply for funds in respect of travel relevant to facilitate the program.
- c) Approval of RSP, and any related funds, is at the discretion of the University in accordance with the relevant University policy, as amended from time to time.

14.8 Termination on Grounds of Ill Health

- a) Nothing in this clause is intended to preclude an Academic Employee from initiating separation from employment on medical grounds or from applying to their superannuation fund for ill-health retirement or temporary disability benefit.
- b) The University may require an Academic Employee to undergo an independent medical examination by a suitably qualified medical practitioner nominated by the University where it has concerns that the Academic Employee is no longer fit to perform the inherent requirements of their role.
- c) 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.
- d) The cost of the medical examination will be the responsibility of the University.
- e) The University will provide the Academic Employee with two (2) weeks written notice of the requirement to attend a medical examination. The Academic Employee must provide their written consent to allow the medical practitioner to provide the medical report to the University.
- f) A refusal to undergo the medical examination will not constitute misconduct and will not lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical assessment.
- g) Where an Academic Employee refuses to undergo the medical examination, without a valid reason, the University is entitled to determine that the Academic Employee will be unable to perform their duties for at least twelve (12) months.
- h) If the Academic Employee applies to their superannuation fund for ill health retirement or temporary disability benefit the direction to attend for a medical examination will be suspended for a maximum period of three (3) months to allow the Academic Employee's application to their superannuation Fund to be processed.
- i) Where an Academic Employee attends a medical examination under Clause 14.8(d), the Employee will be provided with a copy of the medical report.
- j) If the medical practitioner's opinion is that the Academic Employee is no longer fit to perform the inherent requirements of their role, the University may terminate the employment of the Academic Employee:
 - (i) in accordance with the notice required by the Academic Employee's contract of employment (this notice may be paid in lieu); or
 - (ii) where no notice is specified by the Academic Employee's contract of employment, the lesser of a period of six (6) months' notice or the balance of a fixed term contract (if the Academic Employee is employed on a fixed term basis). The University may provide notice, payment in lieu notice or a combination of notice and payment in lieu of notice.
- k) Prior to taking action to terminate the employment of an Academic Employee, the University may offer the Employee the opportunity to submit a resignation on the grounds of ill health.

14.9 Casual Academic Conversion

- a) The University will create and fill 36 FTE ongoing academic positions (**Positions**) over the nominal term of the Agreement in accordance with the following provisions.
- b) The Positions may be full-time or part-time, with a minimum fraction of 0.5FTE.
- c) A general principle for the program is that positions will include teaching work that was previously performed by casual employees.
- d) Positions will be advertised to internal eligible applicants as defined in subclause (g) below.
- e) If there is an eligible internal applicant who is appointable, they will be appointed to the Position.
- f) If no eligible internal applicant is appointable to a Position, the University may advertise the position externally without restriction and in accordance with the general principles of this clause.
- g) An eligible internal applicant for a Position must:
 - 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
 - ii) be a fixed-term academic who has held a casual academic position at the University within the previous two (2) years.
- h) 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) 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.
- j) For the avoidance of doubt, the University shall not be in breach of this clause if it has taken reasonable endeavours to meet the terms of the clause. This will include creation and advertisement of all the Positions in sub-clause a) such that the positions will be filled unless there is an insufficient number of appointable eligible internal applicants.
- k) The University will report annually on progress made towards complying with this clause.

15 Duties, Training & Development

- 15.1 The University will comply with its primary duty of care under the WA Work Health & 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.

- 15.2 While at work an Employee will as far as reasonably practicable:
- 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;
 - b) promptly report incidents, injuries and hazards;
 - c) comply with all lawful and reasonable instructions from their employer in relation to workplace health and safety; and
 - d) cooperate with the University's applicable workplace health and safety policies and procedures.
- 15.3 Employees may be required to undertake training aimed at maintaining, enhancing or broadening their work skills and performance consistent with the requirements of their position, as directed by their Employer. Where the University requires such training, the University will provide it to the Employee.
- 15.4 Employees are to participate in discussions about their performance, contribution and development with their direct supervisor in accordance with the relevant University policy, as amended from time to time.

16 Remuneration

- 16.1 The base salary rates payable to Employees for each classification of work are set out in Schedules 1 and 2 of this Agreement. Casual Academic Employee rates of pay are also set out in Schedule 2.
- 16.2 Salary Step Progression within a Level
- a) At the end of each twelve (12) months' continuous service, an Employee will be eligible for progression from one step to the next within their classification level which will be processed subject to completion of their Annual Career Development Conversation (**ACDC**) or equivalent within the preceding year.
 - b) If an Employee is not required to complete an ACDC, or the supervisor does not initiate an ACDC, the step progression will automatically apply, unless the Employee is deemed ineligible under subclause c.
 - c) 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.
 - d) Where the University determines an Employee is underperforming, the salary step progression will be withheld for a period of twelve (12) months unless otherwise notified.
 - e) Employees will only be eligible to progress one step at each anniversary date.
- 16.3 Salary Increases
- a) The remuneration listed in Schedule 1 and 2 contains the following increases that will be effective from the beginning of the first pay period commencing on or after the following dates:

First full pay period on or after:	Increase
1 January 2024	3%
1 July 2024	2%
1 January 2025	2%
1 July 2025	2%
1 January 2026	2%
1 July 2026	2%

If the Agreement does not commence operation until after 1 January 2024, the increase will be back paid to Employees who are employed as at the date the Agreement commences operation.

16.4 Frequency of Pay

Salaries (including allowances and overtime) will be paid fortnightly by electronic funds transfer to an acceptable financial institution nominated by the Employee.

16.5 Deductions

- a) Where an Employee is for any reason overpaid, the University will advise the Employee and the Employee will provide written authorisation for the deduction of the overpayment against their salary in the following pay unless the University and the Employee agree to alternative arrangements to pay back such overpayment.
- b) The deduction is principally for the Employee's benefit, to ensure that no overpayment or debt remains owed to the University.
- c) A dispute about a deduction or hardship to an Employee who has been overpaid may be dealt with in accordance with Clause 34 - Dispute Resolution Procedure.

16.6 Clinical Loadings

An employee will be paid the equivalent of any clinical loading which may be applicable in accordance with any modern award.

17 Classification

17.1 The University will be responsible for determining the classification level and step of each Employee consistent with the classification descriptors as set out in Schedules 3 and 4.

17.2 Broad banding of classifications will be a matter for the relevant University policy, as amended from time to time.

17.3 Professional Employees Reclassification

- a) Professional Employees have the ability to apply for reclassification of their position where there have been significant changes to their duties and responsibilities or where they believe their substantive position is incorrectly classified.
- b) An Employee may not re-apply for reclassification in the same role within twelve (12) months since their previous application.

- c) Reclassification requests will be administered in accordance with the relevant University policy, as amended from time to time.
- d) The effective date of a successful application for reclassification will be the date the Employee made their application for reclassification.
- e) Any determination will be notified to the Employee in writing.
- f) Where a Professional Employee has been unsuccessful in their application for reclassification, they may appeal the determination of the original application on reasonable grounds within five (5) business days.
- g) The determination will be reviewed by the University's Chief People and Culture Officer or their nominee. The Professional Employee will be notified of the final decision in writing within five (5) business days of the lodgement of their appeal.
- h) The University retains the right to determine the duties, responsibilities and skills required of each position.

18 Superannuation

- 18.1 The University will make employer superannuation contributions based on the Employee's contracted salary as follows:
 - a) Continuing Employees and Fixed term Employees: 17%.
 - b) Casual Employees: minimum contribution required by superannuation legislation.
- 18.2 The University's preferred fund is UniSuper. If an Employee does not choose an alternate complying fund to receive employer superannuation contributions and the University is not otherwise required by law to make contributions to an alternate fund, the University will make contributions to UniSuper.
- 18.3 In respect of a year of income, Employees to whom the 17% employer contribution rate applies may make a request to the University for an adjustment to the employer contribution rate for superannuation. The University must make the adjustment where:
 - a) the adjustment does not cause the rate to exceed 17%;
 - b) the adjustment is in compliance with superannuation legislation and other relevant arrangements with external superannuation providers;
 - c) any reduction in superannuation contributions will be paid as non-superannuable salary; and
 - d) the arrangement will not result in the University being worse off.
- 18.4 Where payments that are subject to superannuation are made by the University to an Employee in excess of the Employee's contracted salary, those payments will attract employer contributions at the legislated superannuation contribution rate.
- 18.5 For the purposes of this clause, the term 'Employee's contracted salary':
 - a) includes ordinary time earnings as defined by superannuation legislation which includes an Employee's base salary (whether paid in accordance with or in excess of this Agreement), shift penalty payments and salary based allowances; but

- b) does not include other payments, including but not limited to, payments for overtime, or any payment made pursuant to sub-clause 18.3, or any other payments to an Employee that are outside this Agreement.

19 Salary Packaging

The University and an Employee may enter into a salary packaging agreement in accordance with the relevant University policy, as amended from time to time, and subject to the requirements of the Australian Taxation Office (**ATO**) and relevant legislation. Any salary packaging arrangements will be subject to limits imposed by the ATO and will be captured in writing through a salary packaging agreement.

20 Supported Wage Employees, Trainees & Apprentices

- 20.1 Nothing in this Agreement will prevent the full operation of a Supported Wage System, which means the Commonwealth Government System to promote employment for people who cannot work at full capacity because of a disability.
- 20.2 An Employee covered by the Supported Wage System will be paid the greater of \$102 per week or a percentage of the relevant base salary rate for the class of work they are performing which corresponds to their assessed percentage of capacity (10-90%). A high degree of assistance and support will be provided to Employees whose assessed capacity is 10%.
- 20.3 If a trainee is directly engaged in employment through the University, the University will pay the trainee an additional 25% above the base wage in accordance with the employee's applicable National Training Wage Schedule.
- 20.4 If the University enters into an Apprenticeship agreement with a Training Provider, the Apprentice will be engaged in accordance with the terms and conditions of the Higher Education Industry General Staff Award 2020 and paid in accordance with the pay rates in the relevant Schedule of this Agreement.
- 20.5 For the avoidance of doubt, the percentages outlined in the Higher Education Industry General Staff Award 2020 will be applied to the relevant classification and pay rate schedules outlined in this Agreement.

21 Allowances

The following allowances apply to Professional and Academic Employees:

21.1 Motor Vehicle

An Employee required by their immediate supervisor to use their own personal motor vehicle in the course of their employment will be paid an allowance (cents per kilometre travelled) in accordance with the applicable University policy as amended from time to time.

21.2 Business Travel Expenses

- a) Employees may be required to travel in the course of their employment for business related purposes including for attending conferences. All business travel is to be approved in accordance with the relevant University policy, as amended from time to time.

- b) Where business travel is approved, the University will pay to Employees reasonable expenses actually incurred during the approved travel. Employees will be required to retain appropriate documentation such as receipts, which substantiates the incurring of any business travel expenses.
- c) The University will determine the method of payment, which may be cash paid in advance or on substantiation, or the use of credit cards or debit cards in the name of the University or some other commercially recognised method of reimbursement.

21.3 Indigenous Language Allowance

- a) A Full time Employee who is required by the University to use an Indigenous language in the course of their employment will be paid an allowance of:
 - (i) \$1,862 per annum for Level 1 – Elementary Level. This is for Employees who are capable of using minimal knowledge of language for the purpose of simple communication.
 - (ii) \$3,727 per annum for Level 2. Level 2 represents a level of ability for the ordinary purposes of general business, conversation, reading and writing.
- b) For the purpose of this clause, Indigenous language will mean a recognised proficiency in any one of the Aboriginal or Torres Strait languages.

The following allowances in Clauses 21.4 to 21.8 apply to Professional Employees only:

21.4 First Aid

- a) Professional Employees other than Casuals will be paid a First Aid allowance of \$23.50 per week if they hold:
 - (i) a current accredited First Aid Training Certificate; and
 - (ii) are nominated by the University as a First Aid Attendant.

Nominations may change from time to time at the University's discretion.

21.5 Higher duties

- a) A Professional Employee, who is directed by the University to act in a higher classified position from time to time for a minimum of five (5) consecutive work days, will be paid an allowance equal to the difference between the Employee's current classification base salary and the applicable classification of the base salary of the higher position for duration of the higher duties period.
- b) A Professional Employee will continue to be paid the allowance in Clause 21.5(a) for the first four (4) weeks of a period of paid leave if the Employee has been receiving a higher duties allowance for:
 - (i) a continuous period of twelve (12) months at the time of taking paid leave; or
 - (ii) less than twelve (12) months at the time of taking paid leave if during the Professional Employee's absence, no other Professional Employee acts in the position in which the Professional Employee was acting immediately before taking leave, and the Professional Employee

resumes the position immediately after that leave.

21.6 Temporary Special Allowance

- a) A Professional Employee requested by the University to undertake a project or other special duties in addition to, or in lieu of their normal duties, may, at the discretion of the University be paid a temporary special allowance, in accordance with the relevant University policy as amended from time to time.
- b) Any allowance is not guaranteed and will only be intended to reward Employees who undertake work that is not normally part of their substantive position.
- c) A Professional Employee will continue to be paid the allowance in Clause 21.6(a) for the first four (4) weeks of a period of paid leave if the Employee has been receiving the allowance for a continuous period of twelve (12) months at the time of taking paid leave.

21.7 On Call Allowance

- a) A Professional Employee is defined as being On Call when they are required by the University or their Leader to be contactable via telephone to immediately return to duty outside of the Employee's ordinary hours of work for a specified period. E.g., 8pm – 5am.
- b) Where the Employee is required to be On Call, the Employee will be paid an allowance for each hour, or part hour, for being On Call.
- c) The value of the On Call Allowance is 18.75% of the base hourly rate for classification Level 4 Step 10 in Schedule 1.
- d) For the avoidance of doubt, an Employee cannot receive an On Call allowance when they are engaged during ordinary hours of work.
- e) Casual Professional Employees are not entitled to an On Call Allowance.

21.7.1 Work Performed when an On Call Allowance Applies

- a) If the Employee is required to complete work or attend the workplace when On Call, they will cease to be paid the On Call allowance and will be paid at the applicable overtime rate for all time worked (including any travel) as per Clause 13.
- b) Upon completion of work activities, the Employee will revert to being paid the On Call allowance until such time as they are no longer on call and overtime will cease to be paid.
- c) For absolute clarification, where an Employee is in receipt of an On Call allowance, the Employee is **not** entitled to be paid the minimum engagement rates of Clause 13.7 – Recall to Work.

21.8 Availability Allowance

- a) A Professional Employee is defined as being Available when they are required by the University or their Leader to be contactable via telephone to return to duty within a three-hour (3) period outside of ordinary working hours, after being notified of the

need to return. For example, an employee receiving an Availability allowance may be contacted at 9pm to return to duty and has until 12am to do so.

- b) Where the Employee is required to be Available, the Employee will be paid for each hour, or part hour, for being Available.
- c) The value of the Availability allowance is 9.375% of the base hourly rate for classification Level 4 Step 10 in Schedule 1.
- d) For the avoidance of doubt, an Employee cannot receive an Availability allowance when they are engaged during ordinary hours of work.
- e) Casual Professional Employees are not entitled to an Availability allowance.

21.8.1 Work Performed when Availability Allowance Applies

- a) If the Employee is required to complete work or attend the workplace when in receipt of an Availability allowance, they will cease to be paid the Available rate and will be paid at the applicable overtime rate for all time work (including any travel) as per Clause 13.
- b) Upon completion of work activities, the Employee will revert to being paid as per the Availability allowance and overtime will cease to be paid.
- c) For absolute clarification, where an Employee is in receipt of an Availability allowance, the Employee is **not** entitled to be paid the minimum engagement rates of Clause 13.7 – Recall to Work.

21.9 Overtime Meal Allowance

- a) An Employee will be entitled to a meal allowance of \$19.00 if:
 - (i) On a weekday when the Employee works approved overtime beyond the ordinary hours of work for more than two (2) hours; or
 - (ii) On a Saturday or Sunday, where the Employee has worked approved overtime for more than five (5) hours.
- b) A meal allowance will not be paid where:
 - (i) the Employee can reasonably return home for a meal and then resume duty; or
 - (ii) A meal is provided by the University.

21.10 Cultural Workload Allowance

21.10.1 Definition of Cultural Load

Cultural load means, but is not limited to, the following expectations placed on First Nations employees:

- 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;

- b) they provide education and guidance to non-First Nations colleagues on topics related to racism, First Nations issues, history and/or culture; or
- c) they represent First Nations peoples both within the University, and across wider Australia.

21.10.2 Cultural load and allowance

- 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.
- 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.
- 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:
 - i) for Full-Time Employees, an hourly rate of \$51.85 per hour for a maximum of 172.5 hours per annum; and
 - 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.
- 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.
- e) 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.
- f) 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.
- g) For the avoidance of doubt, if an Employee is in receipt of a cultural allowance and changes roles within the University, the Pro Vice Chancellor First Nations will conduct a review on the allowance to ensure it remains applicable to the Employee.

22 Annual Leave

- 22.1 Employees, other than Casual Employees will accrue four (4) weeks' annual leave per annum.
- 22.2 Part time Employees will receive a pro rata entitlement.
- 22.3 Seven Day Shift Worker
- a) A Seven Day Shift Worker as defined by the Agreement will accrue an additional week of annual leave for each completed year of continuous service.
 - b) Where an Employee engaged as a shift worker has been in receipt of a week of additional annual leave from the period immediately prior to 10 August 2018, and continues to be engaged in shift work, the Employee will continue to accrue an additional week of annual leave.
 - c) For the avoidance of doubt, this week of annual leave will be accrued in addition to the week of additional annual leave provided for Seven Day Shift Workers in Clause 22.3(a) (making a total of six (6) weeks' annual leave).
- 22.4 An Employee may request to take annual leave at a time convenient to them and as agreed with the University. When authorising annual leave, the University will take into account the operational requirements of the workplace and will not unreasonably refuse or revoke authorisation for the taking of annual leave.
- 22.5 Payment of annual leave will be based on the pay an Employee would have received in respect of the ordinary hours the Employee would have worked had the Employee not been on leave during the relevant period.
- 22.6 An Employee who takes personal leave during any period of annual leave can apply for, and will be granted, personal leave to replace the annual leave (this includes carer's leave). The University will need to be notified as soon as the need arises to take such leave and any claim to personal leave will be in accordance with Clause 23.
- 22.7 An Employee's accrued and untaken annual leave entitlement will be paid out on termination of employment. Where termination of employment is due to the Employee's death, such payment will be made to the Employee's estate.
- 22.8 An Employee may request to access up to a full year's leave entitlement in advance which will be granted by the University subject to operational requirements of the workplace.
- 22.9 Where an Employee has:
- a) taken annual leave in advance of it being accrued, and
 - b) they have a negative entitlement when their employment ends,
- the Employee is required to repay the overdrawn entitlement. The University may deduct the amount of the overdrawn entitlement from any amount the University owes the Employee on termination of employment. The Employee must sign any authorisation necessary for this to occur.
- 22.10 Annual leave will not accrue during any period of unpaid leave or unauthorised absence.

22.11 Leave Loading

- a) Employees, excluding Casual employees, will accrue annual leave loading equal to 17.5% of four (4) weeks' salary per calendar year.
- b) Annual leave loading is paid in November or the first pay period in December of each year.
- c) The maximum amount of leave loading payable will be equal to the Australian Bureau of Statistics 'Average Weekly Earnings' for all males in the May quarter immediately preceding payment.
- d) An Employee who commences after 1 January in any year is entitled to a pro rata annual leave loading for the period of service in that year.
- e) Where an Employee ceases employment prior to the annual payment of leave loading, they will be entitled to a pro rata payment of annual leave loading on termination.
- f) When Professional Employees who work shift work are on annual leave, they will be paid the greater of:
 - (i) shift penalties a Professional Employee would have received had they not been on annual leave; or
 - (ii) the 17.5% annual leave loading as prescribed.

22.12 Cash Out of Annual Leave

- a) Employees may request by separate written agreement to cash out an amount of annual leave which they have accrued providing it is authorised by the University and they have a minimum remaining leave balance of four (4) weeks after cashing out the leave.
- b) Payment of cashed out annual leave will be based on the pay an Employee would have received in respect of the ordinary hours the Employee would have worked had the Employee not been on leave during the relevant period.

22.13 Direction to take excess annual leave

- a) The University will use a leave management plan in the first instance to encourage Employees to use their leave.
- b) If a leave management plan cannot genuinely be agreed with an Employee who has accrued in excess of thirty (30) days of annual leave they can be directed to take annual leave, or a pro rata amount for a Part time Employee.
- c) The minimum remaining leave balance following a direction to take annual leave must be no less than four (4) weeks (or 20 days) of annual leave, or a pro rata amount for a Part time Employee.
- d) The University will provide Employees with a minimum two (2) months' notice prior to the date they are required to take the annual leave.
- e) As an alternative to clause 22.15(b), Employees may elect to cash out excess leave in accordance with clause 22.12.

22.14 Purchased Leave for Professional Employees

- a) Subject to operational requirements and University policy, Professional Employees can purchase up to an additional four (4) weeks of annual leave per year.
- b) If a request to purchase additional leave is granted, the Professional Employee's salary will be reduced on a pro rata basis to reflect the number of hours purchased by way of flexible remuneration arrangements.
- c) The purchased leave must be used within twelve (12) months of purchase or the entitlement will lapse, in which case the University will pay the Professional Employee the amount for the unused purchased leave.
- d) Subject to agreement with the University, over a four-year period a Professional Employee may elect to receive 80% of the salary they would otherwise be entitled to receive in order to access to up to twelve (12) months leave in the fifth year. Such leave will be paid at 80% of the salary the Professional Employee would otherwise be entitled to receive.

23 Personal Leave

- 23.1 Employees, other than Casual Employees, are entitled to accrue twelve (12) days paid personal leave per annum progressively throughout the year.
- 23.2 Part time Employees will receive a pro rata entitlement.
- 23.3 On commencement of this Agreement, Employees will have continued access to their accrued but untaken personal leave entitlement.
- 23.4 Personal leave is available to Employees when they are unfit for work due to personal illness or injury.
- 23.5 An Employee is also entitled to use personal leave for carer's leave to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
- 23.6 Employees are required to notify the University (their immediate supervisor unless otherwise advised) for the need to take personal leave as soon as possible after becoming aware of the need for the leave. Where possible, Employees should advise the University of the expected duration of the absence.
- 23.7 Employees are required to provide evidence to substantiate the need for personal leave. The evidence required is evidence which would satisfy a reasonable person that the leave is for the purpose for which it is being taken. Generally, reasonable evidence will be a medical certificate from a suitably qualified medical practitioner or where appropriate, a statutory declaration.
- 23.8 The University has the right to request evidence on any occasion, including but not limited to where a pattern of absences exists, however in most cases, evidence will not be sought for absences of three (3) consecutive days or less.
- 23.9 Untaken paid personal leave will accumulate from year to year.
- 23.10 An Employee who is absent from work and receiving workers' compensation payments is not entitled to access personal leave.

23.11 Additional Personal Leave

- a) Where an Employee has exhausted all accrued personal leave and requests to take more personal leave, the Employee may apply to access an additional five (5) days of personal leave in a particular calendar year.
- b) This additional personal leave will not accrue from year to year.
- c) Requests will be managed in accordance with the relevant University policy, as amended from time to time.
- d) Additional personal leave requested by an Employee will not be unreasonably refused.

24 Family and Domestic Violence Leave

- 24.1 The University recognises Employees may face situations of violence and/or abuse in their personal life that may affect their attendance at work. The University is committed to provide support to Employees who are victims of domestic / family violence.
- 24.2 An Employee, including a Casual Employee, who is a victim of domestic violence may access up to ten (10) days per year (non-accumulative) of paid leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave can be taken consecutively, in single days or half days.
- 24.3 Employees will provide the University with notice of the need for leave, and the expected duration of leave, as soon as possible after becoming aware of the need for leave.
- 24.4 Employees may be required to provide evidence to substantiate the need for this leave. The evidence required is evidence that would satisfy a reasonable person that the leave is for the purpose for which it is being taken. Specific examples of types of evidence that may satisfy a reasonable person include a court order, police report, hospital incident report or incident report from a social and community service organisation registered with the Women's Council for Domestic and Family Violence Services. Any evidence provided will be treated confidentially.
- 24.5 Nothing in this clause prevents Employees from accessing their personal leave entitlements for the purposes outlined in Clause 23.

25 Compassionate Leave

- 25.1 An Employee will be entitled to paid compassionate leave of up to three (3) days, on each permissible occasion (as defined in the Fair Work Act), when:
 - a) a member of the Employee's Immediate Family, or a member of the Employee's household, dies, or contracts or develops a life-threatening illness or injury;
 - b) a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
 - c) the Employee or their current spouse or de facto partner has a miscarriage.

- 25.2 An Employee is required to give the University notice of the taking of leave as soon as possible and advise the duration, or expected duration, of the leave.
- 25.3 If requested by the University, an Employee is required to provide evidence that would satisfy a reasonable person of the circumstances that require the leave.

26 Public Holidays & Limited Service Period

- 26.1 An Employee is entitled to be absent on any public holiday without loss of pay if regularly rostered to work ordinary hours on the day the public holiday falls.
- 26.2 The University may agree to substitute a public holiday for another day, in which case the substituted day will be treated as the public holiday.
- 26.3 The University may request an Employee to work on a Public Holiday if the request is reasonable. An Employee may refuse such a request if it is not reasonable as set out in the Fair Work Act.
- 26.4 Where the University conducts its normal operations on Labour Day, Western Australia Day and the Sovereign's Birthday public holidays, Employees may be requested to work on those nominated days. If an Employee works these nominated public holidays, they will be entitled to:
- a) Payment of their base hourly rate for their ordinary hours worked; and
 - b) An additional day in lieu for each nominated day worked.
 - b) These days in lieu are to be taken during a Limited-Service Period and do not accumulate past the end of each calendar year.
 - c) For Professional Employees, the days off in lieu are provided for in lieu of any overtime entitlements contained in Clause 13 and shift work entitlements Clause 12.
- 26.5 At the discretion of the University, Employees may be granted an additional two (2) paid days in lieu per calendar year. These days in lieu are to be taken during a Limited-Service Period and do not accumulate from year to year. Part time Employees will receive this entitlement on a pro-rata basis.
- 26.6 Limited-Service Period – Close Down
- a) At the discretion of the Vice Chancellor, the University may annually implement a Limited-Service Period over the December/January holiday period of up to two (2) weeks to commence and end on dates set by the Vice Chancellor.
 - b) During such a period, Employees are required to take annual leave, or accrued time off in lieu of overtime (**TOIL**), long service leave, days in lieu and, if authorised, time accrued through a flexible working arrangement. Employees will only be authorised to take unpaid leave during such periods if they have exhausted all available paid leave entitlements.
 - c) The University may, in the interests of providing a seamless, quality service to its students/customers, require certain Employees to work over the Limited-Service Period provided work on public holidays is by request only.

- d) Where Employees work during this period, the days made available in Clauses 26.4(b) and 26.5 can be accessed at an alternative agreed time.
- e) An employee who does not have sufficient accrued leave to cover a Limited-Service Period and who does not have work available for that period will be entitled to take annual leave in advance.

26.7 Optional Limited-Service Period

- a) The University may designate an additional optional limited-service period at any time during the year.
- b) The University may request an Employee take annual leave during such periods.
- c) Any leave taken during a designated optional limited-service period under this subclause must be agreed between the Employee and the University.

26.8 The provisions of this clause will not apply to Casual Employees.

27 Long Service Leave

27.1 Accrual and payment of Long Service Leave

- a) For the purposes of this clause, Casual Employees will receive Long Service Leave in accordance with the Long Service Leave Act 1958 (WA) and the provisions of this clause are only applicable to Full and Part-time Employees.
- b) Employees will accrue a Long Service Leave entitlement on completion of the following qualifying period of continuous service:

Cohort	Period of Continuous Service	Leave Accrual	Subsequent Period of Continuous Service	Subsequent Leave Accrual
Professional and ICL Employees (Part or Full Time)	7 years	13 weeks	7 years	13 weeks
Academic Employees (Part or Full Time)	10 years	13 weeks	7 years	13 weeks

- c) All payments made in respect to Long Service Leave , or payment in lieu thereof, will be at the substantive base salary or hourly rate of pay applicable to the Employee at the date the leave commences or is paid out.

27.2 Taking of Long Service Leave

- a) Subject to agreement with the University, to provide Employees with an opportunity to use Long Service Leave in a way which best suits their individual circumstances, an Employee may:
 - i) take Long Service Leave in shorter periods, including by the day;

- ii) take half their period of Long Service Leave and receive double the payment they would have otherwise received;
 - iii) receive half the payment and take double the period of Long Service Leave they would otherwise have been entitled to take; or
 - iv) receive pay in lieu of taking all or some of their Long Service Leave entitlement.
- b) Long Service Leave will normally be taken as soon as possible after it becomes due and taken at a time mutually agreed between the University and Employee.
- c) For the avoidance of any doubt, if a Public Holiday falls during an approved period of Long Service Leave, the Employee will not be required to take Long Service Leave for that day.

27.3 Access to Pro Rata Long Service Leave

- a) A lump sum payment for pro rata Long Service Leave will be paid on termination where:
- i) for all Employees: an Employee genuinely retires at or over the age of fifty-five (55) and has completed at least twelve (12) months' continuous service;
 - ii) for all Employees: an Employee's employment ends due to reasons of ill health subject to reasonable evidence and the Employee has completed at least five (5) years of continuous service;
 - iii) for all Employees: an Employee has died and the Employee has completed at least five (5) years continuous service (the entitlement to be paid out to the Employee's estate);
 - iv) for Academic or ICL Employees: an Employee has at least seven (7) years' but less than 10 years' continuous service and their employment is terminated for any reason other than serious misconduct, however, the pro rata entitlement will be calculated in accordance with the Long Service Leave Act 1958 (WA), rather than this Agreement;
 - v) for Professional or Murdoch Active Employees: an Employee has at least seven (7) years' continuous service and their employment is terminated for any reason.

28 Parental Leave

- 28.1 Employees will be entitled to unpaid parental leave and related entitlements in accordance with Part 2-2 of the Fair Work Act.

In addition to the entitlements, where in the Fair Work Act, an Employee qualifies for the unpaid parental leave in Clause 28.1, they will be entitled to paid leave in accordance with following table:

Types of Parental Leave	Purpose of the Leave	Maximum Duration for 12 months service	Eligible Employees
Paid Parental Leave	To be the Primary Caregiver of a new child.	Twenty-six (26) weeks	Employees must have completed twelve (12) months' continuous service by the date of birth or adoption of the child. Casual Employees are not entitled to paid leave.
Paid Adoption Leave	To be the Primary Caregiver of a new child.	Twenty-six (26) weeks	
Paid Partner Leave	Available to non-primary caregiver.	Twenty (20) days	

- a) Paid leave entitlements will commence on either the first working day after the birth or adoption of the child and will be paid to the Employee on the usual fortnightly basis, noting that paid parental leave can commence earlier when one of the following apply:
 - (i) A pregnant Employee any time within six (6) weeks before the expected date of birth of their child; or
 - (ii) A pregnant Employee up to twenty (20) weeks prior to the expected date of birth where a registered health practitioner certifies that absence from work is necessary on medical grounds;
- b) Or later when the following applies:
 - (i) A Primary Caregiver, other than a pregnant Employee, with an entitlement to paid parental leave pursuant to Clause 28.2; within twenty six (26) weeks following the date of birth or placement of the child.
- c) If a pregnant Employee wants to work in the six (6) weeks before the expected date of birth the University may request a medical certificate that states:
 - (i) they can continue to work; and
 - (ii) it's safe for them to do their normal job.
- d) Paid parental or adoption leave can be taken at half pay for up to fifty-two (52) weeks, as agreed between the University and the Employee.
- e) Employees receiving payments under this clause will not be entitled to receive such payments if the Employee's partner is receiving payments as a Primary Caregiver.
- f) An Employee employed on a fixed term contract is entitled to parental leave under this clause, however the period of leave granted shall not extend beyond the term of that contract.
- g) To be eligible for second and subsequent period of paid parental leave, an Employee must return to work on each occasion for a qualifying period of at least twelve (12) months continuous service.
- h) If an Employee has changed from Full time to Part time or vice versa, any second and subsequent paid leave entitlement will be based on an average weekly

ordinary hours for the previous twelve (12) months.

- i) If the pregnancy of an Employee results in a medically defined late pregnancy miscarriage, a stillbirth, or a perinatal death, the pregnant Employee retains an entitlement to take up to fourteen (14) weeks paid parental leave.
 - (i) This paid parental leave is subject to the Employee providing a certificate from an appropriate registered health practitioner stating that the Employee is unfit to return to work, and specifying the period for which they are unfit to return to work.
 - (ii) For the avoidance of doubt, this entitlement to paid parental leave is separate to any entitlement to Personal Leave.

28.2 The paid and unpaid parental leave entitlement may be shared between Employee Couples assuming the role of Primary Caregiver in accordance with the relevant University policy, as amended from time to time.

28.3 Where an Employee utilises paid parental or adoption leave and paid partner leave, the maximum payment to the Employee will not exceed twenty-six (26) weeks' pay.

28.4 Employees with less than twelve (12) months continuous service may apply to take up fifty-two (52) weeks of special unpaid parental leave in accordance with the relevant University policy, as amended from time to time.

28.5 Where an Employee takes paid parental or adoption leave in accordance with this clause, the twenty-six (26) week paid period will run concurrently with the Employee's entitlement to unpaid parental leave under the Fair Work Act.

28.6 Transfer to a Safe Position

- a) If illness, risks arising out of pregnancy, or hazards connected with the work assigned to the Employee make it inadvisable for the pregnant Employee to continue in her present duties:
 - (i) the duties will be modified; or
 - (ii) the Employee may be transferred to a safe position at the same classification level until the Employee commences Parental Leave.
- b) The University and the pregnant Employee will comply with the requirements set out in the NES relating to Transfer to a Safe Position.

28.7 Partner Leave

- a) An Employee who is not a Primary Caregiver is entitled to a period of paid partner leave listed in Clause 28.2.
- b) If an Employee's partner has a pregnancy that terminates, gives birth to a stillborn child or the child dies following the birth, the Employee is entitled to such a period of paid personal leave or unpaid leave for a period certified as necessary by a registered medical practitioner, subject to availability of such leave.

28.8 Return to Work

- a) An Employee returning to work from parental leave is entitled to return to their pre-parental leave position or where that position no longer exists an available position for which the Employee is qualified and suited nearest in status and pay to their pre-

parental position.

- b) Employees returning from parental leave have the right to request flexible working arrangements (this can include seeking part time work). Any such requests will be managed in accordance with the relevant provisions of the Fair Work Act. Such requests must be made at least six (6) weeks prior to the expected return date.
- c) An Employee who has returned to work on a part time basis may revert to full time employment at the same classification level within twelve (12) months of returning from parental leave. The University and an Employee may agree to set a fixed date for the Employee to revert to full time employment within the twelve (12) month period.

28.9 Child Rearing Leave

- a) In addition to any other form of parental leave, a further fifty-two (52) weeks child rearing leave without pay may be granted by the University to an Employee for the purpose of the primary care of pre-school age children up to the age of six (6) years.
- b) A request for child rearing leave must be made in writing at least three (3) months in advance of the planned commencement of such leave.

28.10 Paid parental leave counts as service with the University. Unpaid parental leave will not break the continuity of service however will not count towards service-based entitlements within this Agreement.

28.11 Casual Employees will not be entitled to the paid leave entitlements in this clause.

29 Other Leave

29.1 Study Leave (Professional Employees only)

- a) Full time Professional Employees may apply for paid study leave of up to five (5) hours per week (inclusive of travelling time) to attend lectures, tutorials, laboratory practicals and examinations of an approved course of study held during normal working hours. Part time Employees are entitled to a pro-rata entitlement.
- b) Casual Employees are not entitled to Study leave.
- c) Study Leave is subject to:
 - (i) the relevant University policy, as amended from time to time;
 - (ii) the Professional Employee undertaking an acceptable study load in their own time;
 - (iii) the Professional Employee making satisfactory progress with their studies; and
 - (iv) the course of study being relevant to the Professional Employee's career development and of substantial value to the University.
- d) For the purposes of this clause, approved courses of study are:
 - (i) Degree and/or Diploma courses conducted by an accredited University;

- (ii) Diploma and/or Certificate courses conducted by the Vocational Educational Training providers; and
- (iii) Such other courses and /or subjects as approved by the University.

29.2 Cultural and Ceremonial Leave

- a) Full-time Employees (pro rata for Part-time) who identify, and are accepted, as members of First Nations communities will be entitled to:
 - (i) paid leave up to a maximum of five (5) working days per calendar year; and
 - (ii) leave without pay of up to a maximum of ten (10) working days per calendar year.
- b) The leave is to be used for the purposes of fulfilling ceremonial obligations of a traditional or urban nature and may include relevant cultural events, NAIDOC week, initiation, birthing and naming, funerals and smoking or cleansing and sacred site or land ceremonies.
- c) Employees must provide their immediate supervisor with notice of the need to take the leave and outline the nature and length of the leave required.
- d) If the leave entitlement in Clause 29.2(a) is not used during the relevant calendar year, it does not accumulate from year-to-year.

29.3 International Sports Leave

- a) A Full-time Employee (pro-rata for Part-time) may be granted by their immediate supervisor up to a maximum of ten (10) days special paid leave per year if required to attend a sporting event due to being chosen to represent Australia as a competitor or as an official, provided that the event must be a recognised international sport of national significance and/or a world/international competition.

29.4 Jury Service

- a) Employees will be paid where they are required to attend jury service during their ordinary hours of work. However, the University will only pay the difference between the Employee's normal salary for their ordinary hours of work and the amount they receive from the Court.

29.5 Defence Forces Reserve Training

- a) An Employee is entitled to paid leave to participate in Defence Force Reserve Training. A Full-time Employee (pro-rata for Part-time) can access up to:
 - (i) a maximum ten (10) days paid leave per annum; and
 - (ii) any additional unpaid leave in accordance with the relevant University policy, as amended from time to time.
- b) At least four (4) weeks prior to the training commencing, the Employee will provide the written notice from the Defence Force of the need for them to attend.
- c) An Employee accepted as a member of the Defence Force Reserves, or the cadet force must inform the University in writing as soon as practicable.

29.6 Leave for Defence Forces Service

- a) An Employee is entitled to take a period of unpaid leave for the purpose of fulfilling defence forces service as required by relevant legislation.

29.7 Emergency Services Leave

- a) An Employee may be granted paid leave to participate in a voluntary emergency management activity (as defined in the Fair Work Act).
- b) An Employee who is a member of a recognised emergency management body (as defined in the Fair Work Act) must inform the University in writing as soon as practicable after they commence employment with the University.
- c) If an Employee wishes to take leave to participate in a voluntary emergency management activity, they must inform the University as soon as practicable the reason for the absence and the likely length of the absence and may be required to provide evidence that they will be engaging in a voluntary emergency management activity.

29.8 Short Leave (Professional Employees only)

- a) Short Leave can be taken for matters of a personal and pressing nature, which arise without notice and require immediate attention.
- b) Professional Employees to take short leave, must request to take the leave, which will be reviewed by a Head of a School or Business unit.
- c) The leave will only be granted where there is sufficient case for the need to take the leave and the University agrees.
- d) Short leave will not exceed two (2) consecutive paid working days or three (3) paid days in a calendar year.
- e) Part-time Professional Employees will receive short leave on a pro-rata basis. Casual Employees are not entitled to short leave.

29.9 Leave Without Pay

- a) Subject to operational requirements and approval by the University, Employees may request to take a period of leave without pay to enable an extended period of absence from the workplace if their paid leave is insufficient to cover the period. This clause does not apply to Casual Employees

29.10 Gender Affirmation Leave

- a) 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.
- b) 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.

- c) 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.
- d) For clarification casual employees will receive up to 30 days paid leave based on their rostered work pattern.
- e) Leave may be taken for any reason related to gender affirmation including but not limited to:
 - i) Attending medical appointments
 - ii) Attending counselling
 - iii) Receiving medical or surgical procedures
 - iv) Surgery recovery
 - v) Updating legal and identification documents
 - vi) Any other reason relating to supporting the affirmation of an Employee
- f) The University may require supporting documentation for leave applications.
- g) 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.
- h) 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.

29.11 Volunteer Leave

- a) Full-time Employees will be eligible for up to two (2) paid days per calendar year to be used for volunteering purposes when selected from the prescribed list of volunteering for the University where appropriate.
- b) This leave is non-cumulative and must be agreed with the supervisor prior to being taken.
- c) Part-time Employees are entitled to pro-rated volunteer leave.
- d) Casual Employees are not entitled to this leave.

30 Termination of Employment

- 30.1 Either the University or an Employee may terminate the employment by providing written notice (or payment in lieu of notice, or a combination of notice and payment in lieu of notice) of:

Employment Type	Notice Period
Casual Professional Employee	One (1) hour
Casual Academic Employee	One (1) day
Probation Employee	Two (2) weeks
Continuous and Fixed Professional Employee with greater than six (6) months continuous service (Full time or Part time)	Four (4) weeks
Continuous Academic Employees	Three (3) months or the end of the teaching period, whichever is greater.

- 30.2 The University will be required to provide Employees (other than Casual Employees) an additional week of notice to Employees aged forty-five (45) years of age or older who have completed at least two (2) years continuous service with the University.
- 30.3 A period of notice given by an Employee who has terminated their employment can only be reduced by agreement with the University.
- 30.4 If the Employee does not provide the required notice in this clause, the University may withhold an amount in lieu of the remaining period of notice from any monies otherwise owing to the Employee as permitted by law.
- 30.5 Nothing in this clause prevents the University terminating an Employee's employment without notice for serious misconduct.
- 30.6 On termination of employment, or earlier during the notice period on request, Employees must return all the company property to the University.

31 Redeployment and Redundancy

- 31.1 Redundancy occurs when the Employee's employment is terminated at the initiative of the University because the University no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour. The University will make all reasonable efforts to ensure involuntary redundancy will be an option of last resort. The University will comply with its consultation obligations in accordance with Clause 36 – Consultation, in the event of Redundancy.
- 31.2 In appropriate circumstances, the University may choose to seek expressions of interest from Employees to volunteer for redundancy before moving to an involuntary redundancy process.
- 31.3 This clause does not apply to Employees with less than twelve (12) months continuous service, Probationary Employees, Fixed term Employees, or Casual Employees.
- 31.4 Redeployment and Retraining
- a) 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.
- b) An Employee may need to undergo reasonable retraining as part of any redeployment.

- c) Where there is more than one redeployee suited to an available role, a fair and transparent selection process will take place and be confined to the relevant redeployee cohort.
- d) Redeployment provisions apply to all ongoing Employees, including those with less than twelve months' service and probationary Employees.
- e) Where the University offers an Employee:
 - (i) Suitable Alternative Employment; or
 - (ii) a lesser position with a lower classification and lower salary and the Employee accepts the lesser position,

subject to the requirements in the Fair Work Act, the Employee will not be entitled to the severance payments outlined in clause 31.8.

31.5 For Professional Employees who accept the position offered under clause 31.4 (e)(ii):

- a) the Employee will have their pre-redeployment substantive base salary rate maintained (with any applicable salary increase and step progression) for a period of twelve (12) months from the date that the Employee is advised in writing that their position is redundant; and
- b) After the twelve (12) months has concluded, the Employee's salary will be set at the applicable classification level and step of the redeployment position.

31.6 In the event of an Employee's employment being terminated due to redundancy, the University will give at least fourteen (14) days' advance written notice of redundancy to an affected Employee, including outlining the reason(s) for the redundancy.

- a) In these circumstances, an Employee may request to terminate their employment immediately during this period of notice of redundancy. Subject to agreement with the University, the Employee's employment will terminate and they will receive severance payments in accordance with clause 31.8.

31.7 Employees are entitled to be represented by their Employee representative throughout this process.

31.8 Severance Payments

Where an Employee has been notified in writing that their employment will be terminated due to redundancy, the Employee will be entitled to the following:

- a) Termination Notice
 - (i) For Academic Employees: twenty-six (26) weeks' pay in lieu of notice.
 - (ii) For Professional Employees employed prior to the commencement date of the 2018 Agreement: twenty-six (26) weeks' pay in lieu of notice; or
 - (iii) For Professional Employees employed on or after the commencement date of the 2018 Agreement: thirteen (13) weeks' pay in lieu of notice.
- b) By mutual agreement, an Employee may work part or all of the period of notice, with any balance of the unused notice period paid out in lieu on termination.
- c) The termination notice provided for in this sub-clause is in lieu of any period of

termination notice provided in Clause 30 Termination of Employment.

d) Redundancy Payments

In addition to the termination notice in Clause 31.8(a), an Employee will receive a redundancy payment based on three (3) weeks' pay for each completed year of service to a maximum of:

- (i) Fifty-six (56) weeks' pay for Academic Employees; or
- (ii) Sixty-three (63) weeks' pay for Professional Employees employed prior to the commencement date of the 2018 Agreement; or
- (iii) Fifty-six (56) weeks' pay for Professional Employees employed on or after the commencement date the 2018 Agreement.

e) Leave Entitlements

- (i) An Employee will also receive payment for accrued and pro-rata annual leave including applicable leave loading.
- (ii) Employees with three (3) years' service or more will be eligible for pro-rata Long Service leave entitlements.

f) Calculation of Payments

All payments under this clause are based on an Employee's substantive base salary rate of pay, at the time of termination of employment.

32 Misconduct / Serious Misconduct

32.1 Misconduct includes, but is not limited to:

- a) negligence in the performance of an Employee's duties; or
- b) misbehaviour; or
- c) refusal to carry out a lawful and reasonable instruction; or
- d) unauthorised absence; or
- e) a breach of the University's Staff Code of Conduct and Code of Ethics, policies or procedures, as amended from time to time.

32.2 Serious Misconduct includes, but is not limited to:

- a) wilful or deliberate behaviour that is inconsistent with the continuation of an Employee's employment; or
- b) conduct that causes an imminent and serious risk to the health and safety of a person, animal or environment, except where the Employee is able to show that, in the circumstances the conduct engaged in by the Employee was not conduct that was unreasonable; or

- c) the Employee in the course of the Employee's employment engaging in theft, fraud or assault; or
 - d) the Employee being intoxicated at work; or
 - e) circumstances where the Employee has engaged in repeated misconduct; or
 - f) a serious breach of the Research Code.
- 32.3 The University can take disciplinary action against an Employee for misconduct or serious misconduct.
- 32.4 The University will not make a finding of Serious Misconduct against an Academic Employee if they were validly exercising their academic freedom in accordance with Clause 14.3 of this Agreement:
- a) where an Employee is alleged to have engaged in misconduct and/or serious misconduct and the University decides to pursue the allegations, the University will inform the Employee of the allegations;
 - b) conduct an investigation where the Employee is provided with a reasonable opportunity to respond to the allegations; and
 - c) at the conclusion of any investigation provide the Employee with a summary of findings letter.
- 32.5 At any time during the investigation process the Employee may be suspended with pay or directed to perform suitable alternative duties.
- 32.6 Upon completion of an investigation, the University will consider the findings and determine what disciplinary action, if any, is to be taken.
- 32.7 If the University is satisfied that an Employee has engaged in misconduct and/or serious misconduct, it may take such disciplinary action as it considers appropriate in the circumstances. The University may determine the appropriate course of disciplinary action, which will be notified to the Employee. Such disciplinary action may include but is not limited to:
- a) providing the Employee with a formal written warning / censure; or
 - b) termination of employment (only in cases of serious misconduct).
- 32.8 Nothing in this clause precludes the University from terminating the employment of an Employee without notice for serious misconduct.
- 32.9 Independent review
- a) Where the University is considering termination of employment for misconduct or 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.
 - b) If the Employee lodges a request for independent review, the University will refer the matter to an independent reviewer.
 - c) During the independent review process, the Employee will remain employed on a period of unpaid leave.

- d) A pool of external independent reviewers will be agreed between the University and the NTEU. The selection of a reviewer from this pool will be agreed with NTEU on each relevant occasion, within five (5) working days of the Employee lodging their review.
- e) The University will provide a written brief to the independent reviewer, with associated documents, supporting the University's proposal to terminate the employment of the Employee, within five (5) days of the parties agreeing who is conducting the review.
- f) The Employee will provide a written brief to the independent reviewer, with associated documents, supporting the Employee's position as to why their employment should not be terminated, within five (5) days of the University submitting its brief to the independent reviewer.
- g) The independent reviewer will then consider the briefs and materials provided by the Employee and the University. In considering the materials, the independent reviewer will determine whether or not the briefs and materials show:
 - (i) there is a valid reason for termination of employment,
 - (ii) the University has provided the Employee with procedural fairness, and
 - (iii) termination of employment would be a fair outcome.
- h) In conducting their review, the independent reviewer will not be required to speak to witnesses and will make a determination based on the materials provided by the Employee and the University.
- i) The independent reviewer will provide a report to the University and the Employee within seven (7) days of receiving the brief and materials from the Employee. In certain complex instances, the independent reviewer may request an extension of time for providing their report.
- j) Once the independent reviewer has provided their report, the University will make a decision on whether terminating the Employee's employment would be appropriate in the circumstances.
- k) Where the University decides against termination of employment the Employee will be reinstated to their position and paid all salary forgone during the period of suspension without pay.

32.10 The provisions of this clause 32 do not apply to Casual or Probationary Employees.

33 Unsatisfactory Performance

- 33.1 If an Employee is not meeting and maintaining performance expectations, the University can take action to remedy unsatisfactory or poor performance.
- 33.2 The University will make reasonable attempts to assist an Employee to improve their performance. Without limitation, such measures might include:
 - a) discussing the matter informally with the Employee; and / or
 - b) placing the Employee on a performance improvement plan; and / or
 - c) arranging formal performance counselling for the Employee; and / or

- d) directing the Employee to undertake training or professional development.
- 33.3 The University will advise the Employee of the measure(s) to assist the Employee to improve their performance, the areas to improve and the timeframes to improve.
- 33.4 If the Employee does not or is unwilling to improve their performance within a reasonable timeframe, or the University considers that an Employee's unsatisfactory performance warrants disciplinary action, the University will:
- a) advise the Employee of where it believes the Employee's performance has been unsatisfactory and provide the Employee an opportunity to respond to the concerns prior to making any disciplinary decision;
 - b) consider the Employee's response to the unsatisfactory performance issues raised including any relevant mitigating circumstances; and
 - c) provide the Employee with advance notice of any disciplinary meeting(s) and the opportunity to have a support person to be present.
- 33.5 Where the University determines disciplinary action is warranted for unsatisfactory performance, the University may:
- a) provide the Employee with a formal written warning / censure; and / or
 - b) terminate the Employee's employment with notice in accordance with the Employee's instrument of employment.
- 33.6 Independent review
- a) Where the University is considering termination of employment for poor performance, 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.
 - b) If the Employee lodges a request for independent review, the University will refer the matter to an independent reviewer.
 - c) During the independent review process, the Employee will remain employed on a period of unpaid leave.
 - d) A pool of external independent reviewers will be agreed between the University and the NTEU. The selection of a reviewer from this pool will be agreed with NTEU on each relevant occasion, within five (5) working days of the Employee lodging their review.
 - e) The University will provide a written brief to the independent reviewer, with associated documents, supporting the University's proposal to terminate the employment of the Employee, within five (5) days of the parties agreeing on an independent reviewer.
 - f) The Employee will provide a written brief to the independent reviewer, with associated documents, supporting the Employee's position as to why their employment should not be terminated, within five (5) days of the University submitting its brief to the independent reviewer.
 - g) The independent reviewer will then consider the briefs and materials provided by the Employee and the University. In considering the materials, the independent reviewer will determine whether or not the briefs and materials show:

- (i) there is a valid reason for termination of employment,
 - (ii) the University has provided the Employee with procedural fairness, and
 - (iii) termination of employment would be a fair outcome.
- h) In conducting their review, the independent reviewer will not be required to speak to witnesses and will make a determination based on the materials provided by the Employee and the University.
 - i) The independent reviewer will provide a report to the University and the Employee within seven (7) days of receiving the brief and materials from the Employee. In certain complex instances, the independent reviewer may request an extension of time for providing their report.
 - j) Once the independent reviewer has provided their report, the University will make a decision on whether terminating the Employee's employment would be appropriate in the circumstances.
 - k) Where the University decides against termination of employment the Employee will be reinstated to their position and paid all salary forgone during the period of suspension without pay.

33.7 The provisions of this clause 33 do not apply to Casual or Probationary Employees.

34 Dispute Resolution Procedure

34.1 If a dispute arises about any matters arising under this Agreement or in relation to the NES, the following procedure will be followed:

- a) In the first instance, as soon as it is practicable:
 - (i) In the case of a dispute initiated by an Employee, the Employee will raise the concern(s) with their immediate supervisor.
 - (ii) In the case of a dispute initiated by the NTEU, the NTEU will raise the concern with the appropriate member of the University's People & Culture team.
 - (iii) The Employee or the NTEU will put the concern(s) in writing.
 - (iv) The parties will make a genuine attempt to promptly resolve the matter within five (5) working days, or a different timeframe as agreed.
- b) If the concern(s) are not resolved by the immediate supervisor or appropriate member of the People & Culture team, the concern will be referred to the supervisor once removed. The parties will make a genuine attempt to promptly resolve the matter within five (5) working days, or a different timeframe as agreed.
- c) If the above procedure is followed and the concern continues to remain unresolved (for either party), the matter will be referred to the Senior Manager of Employee Relations for further assistance and resolution. The parties will make a genuine attempt to promptly resolve the matter within five (5) working days, or a different timeframe as agreed.

- d) If the dispute is not settled, it can be referred, by either party, to the Fair Work Commission for conciliation only after steps in 34.1(a), (b) and (c) have been followed and a minimum of fifteen (15) working days have passed since the commencement of the dispute. If the dispute is not referred to the Fair Work Commission within five (5) days after the fifteen (15) days have past, the dispute will lapse.
- e) The parties are committed to resolving the dispute by conciliation.
- f) Once conciliation has occurred, and if the dispute continues to be unresolved, either party may request for the Fair Work Commission to arbitrate the dispute once the parties have exhausted all attempts to conciliate an agreed outcome.
- g) While the parties are trying to resolve the dispute using the procedures in this clause:
 - (i) an Employee will continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (ii) an Employee will comply with a direction given by the Employer to perform other available work unless:
 - A. the work is not safe; or
 - B. applicable workplace health and safety legislation would not permit the work to be performed; or
 - C. the work is not appropriate for the Employee to perform; or
 - D. there are other reasonable grounds for the Employee to refuse to comply with the direction.

34.2 At any stage during this procedure, either party to the dispute may be represented by a representative of their choosing.

35 Individual Flexibility Agreement

35.1 The University and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the following terms of the Agreement:

- a) arrangements about when work is performed for a Professional Employee;
- b) overtime rates for a Professional Employee;
- c) penalty rates for a Professional Employee;
- d) allowances; and/or
- e) leave loading.

The arrangement must meet the genuine needs of the University and the Employee in relation to 1 or more of the matters mentioned above and must be genuinely agreed to

by the Employer and Employee.

35.2 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; and
- b) are not unlawful terms under section 194 of the Fair Work Act; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

35.3 The University must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and
- c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

35.4 The University must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

35.5 The University or Employee may terminate the individual flexibility arrangement:

- a) By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- b) if the University and the Employee agree in writing – at any time.

36 Consultation

36.1 This clause has application where the University decides to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

36.2 For the purpose of this clause:

- a) Employees may appoint an Employee representative, which can include the NTEU. The University will recognise the representative once advised by the Employee for the purposes of the process outlined in this clause; and

- b) The University is not required to disclose any confidential or commercially sensitive information to relevant Employees, or the Employee's representative.
- c) Significant effects are:
 - (i) redundancy;
 - (ii) changes to the composition, operation or size of the University's workforce (including a School, Business unit or work area);
 - (iii) job restructuring;
 - (iv) the loss of continuing employment;
 - (v) the need for significant skills retraining; or
 - (vi) the transfer of Employees to another campus.

provided that where this Agreement makes provision for variation of any of these matters, the variation is deemed not to have significant effect.

36.3 Major Change

- a) The University must notify the relevant Employees and the NTEU of a definitive proposal to introduce the major change that is likely to have a significant effect on the Employees.
- b) For the purposes of this clause, a **definitive proposal** means a written proposal to introduce a major change within the University which the University Senior Leadership Team, or its approved nominee, has formally approved. A definitive proposal does not include discussions, ideas or thoughts about possible change,
- c) As soon as practicable after making its decision as per Clause 36.3(a) to introduce major change, the University must discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on the Employees and any measures it is taking to avert or mitigate the adverse effects of the change on the Employees.
- d) The University will allow a reasonable time for consultation and give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their Representative(s). Timeframes for consultation will be no less than five (5) working days and no more than twenty (20) working days. These timeframes can be altered with agreement between the University, relevant Employees and their nominated Representative(s), or at its discretion the University can set a longer timeframe for consultation if it so chooses. In setting the timeframes the University will have regard to the scale and complexity of the change involved.
- e) For the purposes of the discussion, the University will provide to the relevant Employees:
 - i) all relevant information about the change (subject to Clause 36.2(b), including the nature of the change proposed;
 - ii) any proposed changes to staffing, work operations, or modes or scheduling of teaching delivery;
 - iii) how required remaining work will be reasonably accommodated consistent with work health and safety obligations;

- iv) information about the expected effects of the change on the Employees; and
 - v) any other matters likely to affect the Employees.
- f) The University will genuinely consider the matters raised about the major change by the relevant Employees and their nominated representatives before implementation of the major change.

36.4 Change to regular roster or ordinary hours of work

- a) The University must notify the relevant Employees of the proposed change to their regular roster or ordinary hours of work.
- b) As soon as practicable after proposing to introduce the change, the University must discuss with the relevant Employees the introduction of the change.
- c) For the purposes of the discussion, the University will provide the relevant Employees:
 - i) All relevant information about the change, including the nature of the change proposed; and
 - ii) Information about the expected effects of the change on the Employees.
- d) The University must invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- e) The University must give prompt and genuine consideration to matters raised about the change by the relevant Employees before implementing a final decision about the change.

36.5 Relevant Employees means the Employees who may be affected by a change in Clause 36.1.

37 Union Matters

37.1 Accredited Union Representatives

- a) Employees authorised by NTEU will, upon notification to the Chief People Officer, be recognised as Accredited Union Representatives. The number of accredited Union representatives will be limited to a number agreed to by the University and the NTEU.

37.2 Workplace Engagement Group

- a) The Workplace Engagement Group will meet at least quarterly to discuss matters arising from this Agreement including:
 - (i) workplace issues arising from this Agreement from time to time;
 - (ii) policies referenced in this Agreement;
 - (iii) by agreement, significant human resource policy initiatives affecting conditions of employment; and
 - (iv) other matters as raised by either party.

- b) This group will be made up of up to three (3) University appointed representatives and up to three (3) Accredited Union Representatives.
 - c) The NTEU will advise the names and role of the Accredited Union Representatives a minimum forty-eight (48) hours prior to the meeting.
- 37.3 Either party may request to bring more than three (3) representatives in light of the nature of the issue to be discussed and any such request shall not be unreasonably refused. This does not include invited or nominated guests attending in a non-representative capacity by agreement between the parties.

37.4 Union Business

- a) 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) consult, liaise or negotiate with nominated representatives on matters of concern to union members; and
 - ii) consult, liaise or negotiate with union members.
- b) 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.
- c) 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.
- d) All union members will be able to participate in union meetings if they choose.
- e) The University will reasonably endeavour to ensure union members can access accredited union officials during ordinary working hours.,
- f) 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.
- g) Information about the NTEU will form part of online Employee inductions.
- h) The NTEU agrees that meetings will be organised at times of least disruption to the University's operations.
- i) The provisions of this clause will not apply to Casual Employees.

37.5 Union Training Leave

- a) A full-time Accredited Union Representative (pro-rata for Part-time Employees) with twelve (12) months' continuous service with the University will, subject to the provisions of this clause and the operational requirements of the University, be granted up to five (5) days paid leave in any calendar year, or ten (10) days paid leave in a two (2) year period to attend NTEU training courses or seminars.
- b) Leave will be granted at the Employee's ordinary rate of pay.

- c) Where a public holiday or rostered day off falls during the duration of the course, a day off in lieu of that day will not be granted.
- d) An application by an Employee will be submitted to the Dean/Director for approval at least four (4) weeks before the commencement of the course, provided that the Dean/Director may agree to a lesser period of notice.
- e) All applications for leave will be accompanied by a statement from the NTEU indicating that the Employee has been nominated for the course. The application must provide details as to the subject, commencement date, length of course, venue and the authority that is conducting the course.
- f) The University will not be liable for any expenses associated with an Employee's attendance at union training courses.
- g) Leave granted in accordance with this clause will include any reasonable travelling time immediately before or after the course.
- h) This clause does not apply to Casual Employees.

37.6 Payroll Deduction

- a) Upon the written request of an Employee, the University will deduct union membership fees from the Employee's salary. There shall be no charge to the Employee or the NTEU for this service. This arrangement may be terminated by either the Employee or the NTEU by two (2) weeks written notice to the University.

38 Outsourcing

- 38.1 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.

39 Grievance Procedure

- 39.1 All Employees have a right to express any genuine grievance(s) which may arise in the workplace, and they will be appropriately addressed. The University is committed to ensuring workplace grievances are resolved in a manner appropriate to the circumstances.
- 39.2 Grievances will be addressed through a simple, fair and transparent process which ensures, so far as is reasonably practicable, that:
- a) All Employees have an avenue to raise grievances including but not limited to bullying, harassment or discrimination;
 - b) All parties are afforded natural justice and procedural fairness;
 - c) All parties have the opportunity to access appropriate supports to address the impact and effects of unacceptable behaviour in the workplace;
 - d) Matters are addressed promptly and confidentially, as appropriate to the circumstances;
 - e) The Employee is advised in writing of the reasons for any delays in finalisation of the process; and;

f) Key outcomes and communications are appropriately documented and filed.

39.3 The University will maintain a Grievance Policy and Procedure consistent with the provisions set out in this clause.

Schedule 1 – Annual Base Salary (Professional Employees)

		First full pay period on or after:					
		3%	2%	2%	2%	2%	2%
Level	Step	1/01/2024	1/07/2024	1/01/2025	1/07/2025	1/01/2026	1/07/2026
1	10	\$51,765	\$52,801	\$53,857	\$54,934	\$56,032	\$57,153
	20	\$53,457	\$54,527	\$55,617	\$56,729	\$57,864	\$59,021
	30	\$55,155	\$56,258	\$57,383	\$58,531	\$59,701	\$60,895
2	10	\$56,851	\$57,988	\$59,148	\$60,331	\$61,538	\$62,768
	20	\$57,701	\$58,855	\$60,032	\$61,233	\$62,457	\$63,707
	30	\$58,549	\$59,720	\$60,914	\$62,132	\$63,375	\$64,642
3	10	\$59,680	\$60,874	\$62,091	\$63,333	\$64,600	\$65,892
	20	\$61,374	\$62,602	\$63,854	\$65,131	\$66,434	\$67,762
	30	\$63,067	\$64,328	\$65,614	\$66,927	\$68,265	\$69,631
	40	\$64,767	\$66,063	\$67,384	\$68,731	\$70,106	\$71,508
	50	\$66,464	\$67,793	\$69,149	\$70,532	\$71,942	\$73,381
4	10	\$67,757	\$69,112	\$70,494	\$71,904	\$73,342	\$74,809
	20	\$70,019	\$71,420	\$72,848	\$74,305	\$75,791	\$77,307
	30	\$72,279	\$73,725	\$75,199	\$76,703	\$78,237	\$79,802
	40	\$73,702	\$75,176	\$76,680	\$78,213	\$79,778	\$81,373
	50	\$74,280	\$75,765	\$77,281	\$78,826	\$80,403	\$82,011
5	10	\$74,460	\$75,949	\$77,468	\$79,017	\$80,598	\$82,210
	20	\$77,283	\$78,828	\$80,405	\$82,013	\$83,653	\$85,326

	30	\$80,107	\$81,709	\$83,344	\$85,010	\$86,711	\$88,445
	40	\$82,935	\$84,594	\$86,286	\$88,012	\$89,772	\$91,567
6	10	\$84,239	\$85,924	\$87,643	\$89,396	\$91,183	\$93,007
	20	\$86,497	\$88,227	\$89,992	\$91,792	\$93,627	\$95,500
	30	\$88,761	\$90,536	\$92,346	\$94,193	\$96,077	\$97,999
	40	\$91,023	\$92,843	\$94,700	\$96,594	\$98,526	\$100,496
7	10	\$92,105	\$93,947	\$95,826	\$97,743	\$99,697	\$101,691
	20	\$94,935	\$96,834	\$98,771	\$100,746	\$102,761	\$104,816
	30	\$97,759	\$99,714	\$101,708	\$103,743	\$105,817	\$107,934
	40	\$101,478	\$103,508	\$105,578	\$107,690	\$109,844	\$112,040
8	10	\$105,674	\$107,787	\$109,943	\$112,142	\$114,385	\$116,672
	20	\$109,631	\$111,824	\$114,060	\$116,342	\$118,668	\$121,042
	30	\$114,720	\$117,015	\$119,355	\$121,742	\$124,177	\$126,661
	40	\$119,241	\$121,626	\$124,059	\$126,540	\$129,071	\$131,652
	50	\$120,939	\$123,358	\$125,825	\$128,341	\$130,908	\$133,526
9	10	\$121,812	\$124,249	\$126,733	\$129,268	\$131,854	\$134,491
	20	\$124,640	\$127,133	\$129,676	\$132,269	\$134,915	\$137,613
	30	\$127,468	\$130,018	\$132,618	\$135,270	\$137,976	\$140,735
10	10	\$132,804	\$135,460	\$138,169	\$140,932	\$143,751	\$146,626

Schedule 2 – Annual Base Salary (Academic Employees)

Annual Base Salary Rates for Academic Employees (excluding Casuals):

		First full pay period on or after:					
		3%	2%	2%	2%	2%	2%
Level	Step	1/01/2024	1/07/2024	1/01/2025	1/07/2025	1/01/2026	1/07/2026
A	1	\$73,829	\$75,305	\$76,811	\$78,348	\$79,915	\$81,513
	2	\$77,946	\$79,505	\$81,095	\$82,717	\$84,371	\$86,059
	3	\$82,063	\$83,704	\$85,378	\$87,086	\$88,828	\$90,604
	4	\$86,180	\$87,904	\$89,662	\$91,455	\$93,284	\$95,150
	5	\$89,528	\$91,318	\$93,145	\$95,008	\$96,908	\$98,846
	6	\$92,872	\$94,730	\$96,624	\$98,557	\$100,528	\$102,539
	7	\$96,219	\$98,143	\$100,106	\$102,108	\$104,151	\$106,234
	8	\$99,562	\$101,554	\$103,585	\$105,656	\$107,770	\$109,925
B	1	\$104,623	\$106,715	\$108,849	\$111,026	\$113,247	\$115,512
	2	\$108,488	\$110,658	\$112,871	\$115,128	\$117,431	\$119,779
	3	\$112,341	\$114,588	\$116,880	\$119,218	\$121,602	\$124,034
	4	\$116,207	\$118,531	\$120,901	\$123,319	\$125,786	\$128,302
	5	\$120,066	\$122,467	\$124,916	\$127,415	\$129,963	\$132,562
	6	\$123,932	\$126,411	\$128,939	\$131,518	\$134,148	\$136,831
C	1	\$127,788	\$130,343	\$132,950	\$135,609	\$138,321	\$141,088
	2	\$131,651	\$134,284	\$136,969	\$139,709	\$142,503	\$145,353
	3	\$135,510	\$138,220	\$140,984	\$143,804	\$146,680	\$149,614

	4	\$139,372	\$142,159	\$145,002	\$147,902	\$150,860	\$153,878
	5	\$143,228	\$146,093	\$149,015	\$151,995	\$155,035	\$158,136
	6	\$147,094	\$150,036	\$153,036	\$156,097	\$159,219	\$162,403
D	1	\$153,530	\$156,600	\$159,732	\$162,927	\$166,186	\$169,509
	2	\$158,676	\$161,849	\$165,086	\$168,388	\$171,756	\$175,191
	3	\$163,823	\$167,099	\$170,441	\$173,850	\$177,327	\$180,873
	4	\$168,971	\$172,350	\$175,797	\$179,313	\$182,899	\$186,557
E	1	\$197,290	\$201,236	\$205,261	\$209,366	\$213,553	\$217,824

Casual Academic Employees – Casual Rates (inclusive of casual loading):

Lectures
<p>A Casual Academic Employee required to deliver a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, contemporaneous marking and student consultation, will be paid at a rate for each hour of lecture delivered, according to the following table.</p> <p>The hourly rate in a repeat lecture applies to a second or subsequent delivery of substantially the same lecture in the same subject matter within a period of seven (7) days, and any contemporaneous marking and student consultation reasonably contemporaneous with it.</p> <p>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.</p>

		First full pay period on or after:					
		3%	2%	2%	2%	2%	2%
		1/01/2024	1/07/2024	1/01/2025	1/07/2025	1/01/2026	1/07/2026
Basic Lecture	(1 hour of delivery time and 2 hours of associated working time)	\$208.63	\$212.80	\$217.06	\$221.40	\$225.83	\$230.35
Developed Lecture	1 hour of delivery time and 3 hours of associated working time)	\$278.17	\$283.73	\$289.41	\$295.20	\$301.10	\$307.12
Specialised Lecture	(1 hour of delivery time and 4 hours of associated working time)	\$347.72	\$354.67	\$361.76	\$369.00	\$376.38	\$383.91
Repeat Lecture	(1 hour of delivery time and 1 hour of associated working time)	\$139.08	\$141.87	\$144.70	\$147.60	\$150.55	\$153.56

Tutoring

A Casual Academic Employee required to deliver or present a tutorial (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, contemporaneous marking and student consultation will be paid at a rate for each hour of tutorial delivered or presented, according to the following table:

The hourly rate in a repeat tutorial applies to a second or subsequent delivery of substantially the same tutorial in the same subject matter within a period of seven (7) days, and any contemporaneous marking and student consultation.

For the purposes of this Agreement, the term "tutorial" means any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the employer.

		First full pay period on or after:					
		3%	2%	2%	2%	2%	2%
		1/01/2024	1/07/2024	1/01/2025	1/07/2025	1/01/2026	1/07/2026
Tutorial	(1 hour delivery and 2 hours associated working time)	\$149.90	\$152.90	\$155.95	\$159.07	\$162.25	\$165.50
Tutorial Subject Coordinator or holds a relevant doctoral qualification	(1 hour delivery and 2 hours associated working time)	\$178.59	\$182.17	\$185.81	\$189.53	\$193.32	\$197.18
Repeat Tutorial	(1 hour delivery and 1 hour associated working time)	\$99.93	\$101.93	\$103.96	\$106.04	\$108.17	\$110.33
Repeat Tutorial Subject Coordinator or holds a relevant doctoral qualification	(1 hour delivery and 1 hour associated working time)	\$119.07	\$121.45	\$123.88	\$126.35	\$128.88	\$131.46

Marking

All marking except contemporaneous marking in lecturing/tutoring will be paid according to the following table for all time worked.

		First full pay period on or after:					
		3%	2%	2%	2%	2%	2%
		1/01/2024	1/07/2024	1/01/2025	1/07/2025	1/01/2026	1/07/2026
Marking All	All	\$49.97	\$50.97	\$51.99	\$53.03	\$54.09	\$55.17
Marking -	Subject Coordination or where the employee holds a relevant doctoral qualification	\$59.53	\$60.72	\$61.93	\$63.17	\$64.44	\$65.72
Significant Marking -	Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to and academic at Level B status	\$69.55	\$70.94	\$72.36	\$73.80	\$75.28	\$76.79

Clinical Undergrad (per hour)

A Casual Academic Employee required to provide undergraduate clinical nurse education will be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, contemporaneous marking and student consultation, according to the following table:

Note: These rates are not based on any specific Level/Step from Schedule 1. The rates above include the casual loading.

		First full pay period on or after:					
		3%	2%	2%	2%	2%	2%
		1/01/2024	1/07/2024	1/01/2025	1/07/2025	1/01/2026	1/07/2026
Little Preparation	(1 hour of delivery and 0.5 hours associated working time)	\$61.79	\$63.03	\$64.29	\$65.55	\$66.86	\$68.20
Little Preparation - Subject Coordination or where the employee possesses a relevant doctoral qualification	(1 hour of delivery and 0.5 hours associated working time)	\$69.10	\$70.48	\$71.89	\$73.33	\$74.79	\$76.29
Normal Preparation	(1 hour of delivery and 1 hour associated working time)	\$82.85	\$84.51	\$86.20	\$87.92	\$89.68	\$91.47
Normal Preparation - Subject Coordination or where the employee possesses a relevant doctoral qualification	(1 hour of delivery and 1 hour associated working time)	\$92.13	\$93.97	\$95.85	\$97.77	\$99.72	\$101.72

Other Rates (per hour)

A Casual Academic Employee required to perform any other required academic activity will be paid at an hourly rate for each hour of such activity delivered as required and demonstrated to have been performed.

For the purposes of this clause "other required academic activity" will include work that a person, acting as or on behalf of the employer of a Casual Employee, requires the Employee to perform and that is performed in accordance with any such requirement, being work of the following nature:

- a) The conduct of practical classes, demonstrations, student field excursions;
- b) The conduct of performance sessions;
- c) Musical coaching, repititeurship and musical accompanying other than with special educational service;
- d) Development of teaching and course material such as the preparation of course guides and reading lists;
- e) Consultation with students;
- f) Attendance at school/area and/or faculty meetings as required; and
- g) Required attendance at lectures and other teaching activities.

The above list is not intended to be exhaustive and is provided by way of examples and guidance.

	First full pay period on or after:					
	3%	2%	2%	2%	2%	2%
	1/01/2024	1/07/2024	1/01/2025	1/07/2025	1/01/2026	1/07/2026
Other Duties	\$49.97	\$50.97	\$51.99	\$53.03	\$54.09	\$55.17
Other Duties - Subject Coordination or where the employee holds a relevant doctoral qualification	\$59.53	\$60.72	\$61.93	\$63.17	\$64.44	\$65.72

Calculation of Academic Employees Casual Rates

The Casual Academic Employee rates in this schedule are calculated from three (3) base rates calculated using the following formulae:

The base rate applicable to lecturing or for the purposes of the higher marking rate is determined by reference to the full-time Level B Step 2 scale, calculated as follows:

$$\frac{(\text{Level B Step 2 Annual Base Salary} / 52 \text{ weeks})}{37.5 \text{ hours}} + 25\% \text{ casual loading} = \text{Casual Hourly Rate}$$

The base rate applicable to other duties involving full subject coordination or possession of a relevant Doctoral qualification is determined by reference to the full-time Level A Step 6 scale, calculated as follows:

$$\frac{(\text{Level A Step 6 Annual Base Salary} / 52 \text{ weeks})}{37.5 \text{ hours}} + 25\% \text{ casual loading} = \text{Casual Hourly Rate}$$

The base rate applicable to all other duties including tutoring rates is determined by reference to the full-time Level A Step 2 scale, calculated as follows:

$$\frac{(\text{Level A Step 2 Annual Base Salary} / 52 \text{ weeks})}{37.5 \text{ hours}} + 25\% \text{ casual loading} = \text{Casual Hourly Rate}$$

Schedule 3 – Academic Employee Classification Descriptors

Academic Employee Classification Descriptors:

These classification descriptors exist to inform the classification of the University's academic positions. The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of Academic Employees may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development.

An Academic Employee appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

TEACHING OR TEACHING AND RESEARCH:

Level A

A Level A academic will work with support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed 4 years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

Level B

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

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

Level C

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

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

Level D

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

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

Level E

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

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

Research academic staff (inclusive of creative disciplines)

Level A

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

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

Level B

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

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

Level C

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

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

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

Level D

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

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

Level E

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

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

Schedule 4 – Professional Employee Classification Descriptors

Definition 1: Supervision

Close supervision: clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation 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 which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

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 4 years' duration, or equivalent recognition, e.g. 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 2 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 2 years full-time post-Year 12 study.

Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to 3 years full-time post-Year 12 study.

Degree

A recognised degree from a higher education institution, often completed in 3 or 4 years, and sometimes 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.

Judgment, independence and problem solving

Judgment 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 3 qualities applies at each classification level.

Typical activities

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

Classifications

Higher Education Worker Level 1 (HEW 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 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, work 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, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

Organisational knowledge

Will provide straightforward information to others on building or service locations.

Judgment, 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 (HEW 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.

Judgment, 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 prearranged 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 (HEW 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 trades 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 which require further on the job training or knowledge and training equivalent to progress toward 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 which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Judgment, independence and problem solving

Exercise judgment 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.

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

- standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. 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.

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

Higher Education Worker Level 4 (HEW 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-trades 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 co-ordinate 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.

Judgment, 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 which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

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, e.g. 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 (HEW 5)

Training level or qualifications

Level 5 duties typically require a skill level which 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 2 years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than 2 years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Occupational equivalent

Graduate (i.e. 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.

Judgment, 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 co-ordinating 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 which 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, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.
- 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 (HEW 6)

Training level or qualifications

Level 6 duties typically require a skill level which 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 which 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.

Judgment, 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 (HEW 7)

Training level or qualifications

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

- a degree with at least 4 years' subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

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 inter-relationships between a range of policies and activities.

Judgment, 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 which 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 which 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 (HEW 8)

Training level or qualifications

Level 8 duties typically require a skill level which 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 which 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 which may impact on other areas of the institution's operations.

Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of university policies and external requirements, and an ability to achieve objectives 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.

Manage a small or specialised unit where significant innovation, initiative and/or judgment 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 (HEW 9)

Training level or qualifications

Level 9 duties typically require a skill level which 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 which may impact on other areas of the institution's operations.

Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. 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 judgment 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 (HEW 10)

Training level or qualifications

Duties at or above this level typically require a skill level which 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.

Judgment, 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 judgment 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.

Schedule 5 – Murdoch Active

1) Ordinary Hours

The ordinary hours of work are:

Any five days of the week Monday – Sunday as per the below:

- a) 5.00 am and 11:00 pm, Monday to Friday; and
- b) 6.00 am and 9:00 pm on Saturday and Sunday.

2) Casual Employee Minimum Engagement Periods

- a) The minimum engagement for a Professional Casual Employee will be:

Casual Employee	Minimum engagement period
A Casual Employee engaged as a gym instructor, trainer, umpire, sports official, coach, or team manager.	1 hour
All others	3 hours

3) Casual Loading

- a) For each ordinary hour worked on Monday to Friday, a Casual Employee must be paid a loading of 25% of the minimum hourly rate for the work being performed.
- b) For each ordinary hour worked on Saturday, Sunday or a public holiday, a Casual Employee must be paid:
 - i) the minimum hourly rate; and
 - ii) a loading of 30% of the minimum hourly rate, for the work being performed.

4) Weekend ordinary hour penalty rates

- a) For all ordinary hours worked on a Saturday a Full-time or Part-time Employee will be paid 125% of the minimum hourly rate applicable to their classification and pay point.
- b) For all ordinary hours worked on a Sunday a Full-time or Part-time Employee will be paid 150% of the minimum hourly rate applicable to their classification and pay point.

5) Broken Shifts

- a) For the purpose of Murdoch Active, a broken shift is defined as a shift on any day that is broken into two or more parts with a break of greater than one hour between shifts.
 - i) The shift should not be broken into more than two parts. If this occurs, overtime is applicable as per Clause 13.
 - ii) The total length of the shift (combined) should not be less than the applicable minimum engagement period to that employee type.
 - iii) The span of hours from the start of the first shift to the end of the second shift should not exceed

twelve hours in duration, or overtime in accordance with Clause 12 is applicable.

- iv) An Employee who works a broken shift will receive an allowance per day equal to the amount awarded by the Fitness Industry Award 2020.

6) Overtime Provisions

Where the University requires a Murdoch Active employee to work additional hours:

- a) In excess of the hours prescribed as outlined above in this Schedule or;
- b) In excess of ten hours per day or;
- c) Where an Employee is required to work more than five (5) hours without having a lunch break of a minimum of thirty (30) minutes in duration or;
- d) For an Employee Defined as a Shift Worker, in excess of the hours prescribed in Clause 12

They will be paid for additional hours based on the minimum rate of pay at the rate of:

When	Rate relative to base hourly rate
Monday to Saturday	150% for the first (2) hours and 200% thereafter.
Sunday	200%
Public Holiday	250%

- e) Where an Employee is required by the University to resume work without a ten consecutive hour break between shifts (excluding a broken shift), a rate of **200%** will be paid on the minimum hourly rate.

All overtime is to be calculated and applied to Professional Employees' applicable base hourly rate of pay in Schedule 1 for each hour worked.

A Professional Employee whose maximum salary exceeds the base annual salary of Level 7 step 40 will not receive overtime but will receive TOIL provisions, in accordance with Clause 13.

Schedule 6 – Innovative Chiropractic Limited (ICL)

1) Ordinary Hours

The ordinary hours of work are between:

- i) 7.00 am and 6:00pm, Monday to Friday; and
- ii) 8.00 am and 4:00 pm on Saturday.

2) Weekend penalty rates

- a) For all ordinary hours worked on a Saturday a Full-time or Part-time Employee will be paid **175%** of the minimum hourly rate applicable to their classification and pay point.
- b) A Casual Employee who works on a Saturday or Sunday will be paid **175%** of the minimum hourly rate applicable to their classification and pay point for all time worked.

3) Shift Penalty Rates

- a) In order to receive shift penalties, an Employee must meet the definition of a Shift Worker under Clause 12 – Shift Workers. Shift penalty rates will be paid on the minimum hourly pay rate of the Employee in accordance with Clause 12.

4) Overtime Provisions

Where the University requires an ICL employee to work additional hours:

- a) In excess of the hours prescribed above in this Schedule; or
- b) For an Employee defined as a Shift Worker, in excess of the hours prescribed in Clause 12

They will be paid for additional hours at the rate of:

When	Rate relative to base hourly rate
Monday to Friday	150% for the first (3) hours and 200% thereafter.
Saturday (before 12pm)	175% for the first (3) hours and 200% thereafter.
Saturday (12pm onwards)	200%
Sunday	200%
Public Holiday	250%

- c) All overtime is to be calculated and applied to Professional Employees' applicable base hourly rate of pay in Schedule 1 for each hour worked.

- d) A Professional Employee whose maximum salary exceeds the base annual salary of Level 7 step 40 and above is not entitled to paid overtime as prescribed within this clause but will be entitled to TOIL -in accordance with Clause 13. Overtime must be authorised in advance by a Professional Employee's supervisor.

Schedule 7 – The Animal Hospital at Murdoch University (TAHMu)

1. Application

The provisions of the Schedule apply to all Employees of Murdoch University who are bound by:

- a) the Agreement, and
- b) are employed in positions located in TAHMu; and
- c) To the extent that there is any inconsistency between the provisions of the Schedule and provisions included elsewhere in the Agreement; the provisions of the Schedule will prevail.

2. Public Holidays and Limited Service Period

The provisions of Clause 26 of the Agreement are varied as follows:

- a) Critical business activities within TAHMu (e.g., Emergency Critical Care) will remain open during the Limited Service Period that is observed in other parts of the University between Christmas and New Year.
- b) Employees will be advised a minimum of twenty-eight days (28) in advance of any temporary shutdown requirement.
- c) Should an Employee be reasonably requested to work during the Limited Service Period, the following provisions shall apply:
 - i) Days in lieu of public holidays and gifted days that are accrued in accordance with Clause 26 of the Agreement are entitled to be taken, either consecutively or as single days, within six (6) months of being accrued. Should gifted days not be taken at this time, they will be paid out to the employee.
 - ii) Should an Employee agree to work a public holiday, the Employee may elect to agree in writing to be paid a 250% penalty rate instead of accruing time off in lieu of these days.

3. Shift Work

Night Shift – Ordinary hours finishing after midnight (12am) and at or before 8am on any weekday will be paid at 130% of the base hourly rate.

4. Hours of Work

Ordinary hours are to be worked between the span of hours Monday to Friday, 6.00am to 8.30pm.

Signatories

Murdoch University

Signed for and on behalf of Murdoch University:



Full Name:

Professor Andrew John Deeks

Position:

Vice Chancellor and President

Address:

90 South Street, Murdoch, WA 6150

Date:

26/02/2024

Employees

Signed for the Employees:



Full Name:

Damien Cahill

Position:

Employee Representative, National Tertiary Education
Industry Union - **General Secretary**

Address:

1/120 Clarendon Street, South Melbourne VIC 3205

Date:

29/02/2024

IN THE FAIR WORK COMMISSION

FWC Matter No.
AG2024/558

Applicants:

Murdoch University
Innovative Chiropractic Learning Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Professor Andrew Deeks, Vice Chancellor, have the authority given to me by Murdoch University and Innovative Chiropractic Learning Pty Ltd trading as Murdoch University Chiropractic Clinic (**ICL**) to give the following undertakings with respect to the *Murdoch University Enterprise Agreement 2023 (Agreement)*:

1. Clause 5 – Definition of Seven Day Shift Worker

The University undertakes that a Seven Day Shift Worker as defined in clause 5 is a shift worker for the purposes of the NES.

2. Clause 22.3 – Annual leave

ICL undertakes that, if an employee of ICL is regularly rostered to work their ordinary hours outside 7.30 am - 9.00 pm Monday to Friday and/or 8.00 am - 4.30 pm Saturday, they are a shift worker for the purposes of the NES and entitled to accrue an additional week of annual leave while so rostered.

3. Clause 22.13 – Direction to Take Excess Leave

The University and ICL undertake that:

- (a) the reference in paragraph 22.13(b) to 'thirty (30) days' shall be replaced with 'eight weeks or ten weeks for a Seven Day Shift worker'; and
- (b) the reference in paragraph 22.13(c) to 'four (4) weeks (or 20 days)' shall be replaced with 'six weeks'.

4. Schedule 5 (Murdoch Active) Overtime

- (a) The University undertakes to pay Murdoch Active Employees overtime at the prescribed rates as per Schedule 5 for work performed in excess of 37.5 hours per week or an average of 37.5 hours per week over a four week period (where such averaging of hours has been agreed with the Employee).

- (b) The University undertakes that, if a Part-time Employee in Murdoch Active works in excess of their agreed hours of work, the University will review the payments received by the Employee for the relevant pay period and, if the Employee has been paid less than the amount they would have received under the *Fitness Industry Award 2020*, had they been paid at the applicable Award rate for those hours, the University will make a payment to the Employee so that they are no worse off.

5. Schedule 6 (ICL) Overtime

- (a) ICL undertakes to pay ICL Employees overtime at the prescribed rates as per Schedule 6 for work performed in excess of 37.5 hours per week or an average of 37.5 hours per week over a four week period (where such averaging of hours has been agreed with the Employee).
- (b) ICL undertakes that, if a Part-time Employee in ICL works in excess of their agreed hours of work, ICL will review the payments received by the Employee for the relevant pay period and, if the Employee has been paid less than the amount they would have received under the *Health Professionals and Support Services Award 2020*, had they been paid at the applicable Award rate for those hours, ICL will make a payment to the Employee so that they are no worse off.

6. Clause 13.5(c) TOIL

The University undertakes that when accrued TOIL is paid out for any reason, it will be paid at the applicable overtime rate/s.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature
Professor Andrew J Deeks

19 March 2024

Date