

N T E U M U R D O C H
B R A N C H E B A

All Member Meeting



Acknowledgement of country

Dr. Glen Stasiuk

**BARGAINING
IS OVER**

Meeting Agenda

- 1. Introduction**
- 2. The Bargaining Team and the background to negotiations at Murdoch**
- 3. Topline items**
- 4. Academic staff**
- 5. Professional staff**
- 6. General improvements**
- 7. Disputes**
- 8. Redeployment**
- 9. Q and A**
- 10. Vote**

The Bargaining Team

- **Bargaining Lead:** Dr. Lydia Wells
- **Murdoch Bargaining Team:**
 - Ian McKernan
 - Dr. Jon Prince
 - Claire Fletcher
- **NTEU Staff:**
 - Denise Mercer
 - Annie Buchecker
 - Dr. Catherine Moore
 - Stuart Venables
 - Adam Frogley



L-R: Prof. Jennifer Verduin, Dr. Lydia Wells, Assoc. Prof. Guillermo Campitelli, Stuart Venables, Dr. Jon Prince, Denise Mercer, Dr. Catherine Moore, Sharon Russell, VC Andrew Deeks, Ian McKernan, John Hill. Not pictured: Claire Fletcher.

Background to Bargaining

Bargaining Team aims before commencing negotiations

Thanks to members who attended the log of claims meetings and a review of the 2018 EBA, a clear set of goals was developed by the bargaining team:

- Improve on the 2018 EBA and bring Murdoch's EBA into line with the sector.
- Increase job stability for those in precarious employment by negotiating targets for casual conversion and conversion from fixed-term to ongoing.
- Improve workloads for all staff.
- Give staff more power in their workplace

We feel like we achieved these goals in this new agreement.

Here's what was won at the bargaining table.

Salary and Expiry

- The highest percentage pay increase in WA and one of the best nationally

Pay rises:

- 2 x **2%** administrative pay rises since the nominal expiry date of the last agreement
- 1st of January 2024 - **3%**
(backdated and paid in the first pay period after the activation of the agreement)
- 1st of July 2024 - **2%**
- 1st of January 2025 - **2%**
- 1st of July 2025 - **2%**
- 1st of January 2026 - **2%**
- 1st of July 2026 - **2%**
- **Nominal expiry:** 31st July 2026

Leave

Paid Partner Leave - Clause 28

- Increased from 5 days paid leave to 20 days paid leave

Paid Gender Affirmation Leave - Clause 29.10

- 30 days paid leave per year that doesn't accrue year-to-year
- This is for all employees
- Casuals will receive up to 30 days paid leave based on their rostered work pattern
- Leave may be taken for any reason related to gender affirmation

Paid Family and Domestic Violence leave

- This will now be available to casual staff

Volunteer Leave

- 2 days paid leave per year to do volunteer work

Aboriginal and Torres Strait Islander Staff Clauses

- **New First Nations employment target:**
 - The University will increase employment of First Nations employees across the University to **3% of full-time equivalent staff (FTE)** by the nominal expiry date of the Agreement, **this being 35 FTE staff based on 2022 DoE employment data**. Failure to achieve this objective will not be regarded as a breach of the Agreement provided that the University has demonstrated reasonable endeavours to meet the objective.
- **Paid Cultural leave increasing from 3 days to 5 days per year**
- **Cultural Workload Allowance**

Academic Workloads - Clause 14.1

- New requirements for workload models
 - 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**

Academic Workloads - Clause 14.1

Introduction of staff agency over balance of load and sufficient time:

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.

All Academic Employees will be provided with reasonable opportunity to build and maintain a research and teaching profile.

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 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).

Academic Workloads - Clause 14.1

Introduction of transparency:

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.

Introduction of workload review process inclusive of two NTEU nominees

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 the clause, 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.

If the matter remains unresolved, the Employee may pursue the matter through another relevant jurisdiction, including as a dispute in accordance with Clause 34.

Right to Disconnect

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.

The right to disconnect in no way implies a fixed span of hours for Academic Employees or a constraint on academic flexibility.

- What this means for professional staff:
 - You do not have to be engaged in any form of work outside of your working hours, including but not limited to:
 - Answering emails and phone calls
 - Staying after your shift
 - Finishing extra work before your shift
 - The onus is on management to make sure that the work assigned for the day is manageable.
 - There should be no negative consequences for staff for not working outside of their agreed working hours.

Academic Staff

Other Academic Staff Improvements

- An improved Academic Freedom clause - Academic employees will not be disciplined for misconduct or serious misconduct where academic freedom is exercised in accordance with the clause.
- Academic notice for resignation reduced from 6 months to 3 months or the end of the teaching period. Whichever is greater.
- If termination of employment is proposed during academic probation, evidence-based reasons will be given to the employee within a reasonable timeframe.

Casual Academics

- Casual academic conversion
 - The University will create and fill 36 FTE ongoing academic positions over the nominal term of the agreement.
 - These can be full-time or part-time positions with a minimum fraction of 0.5 FTE
- New 'lecture' definition to avoid the misuse of workshops and seminars where the lecture rate is warranted.
- Introduction of 2 hours minimum casual academic engagement.

Professional Staff

Professional Classification

- Position classification must be consistent with classification descriptors.
- Employees can now apply for reclassification in the same role again after 12 months (currently there is no reapplication permitted.)

Probation

- 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.
- 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.

Long Service Leave

- To bring the EBA into line with legislation, the accrual periods for professional staff has changed to 7 years.

General Improvements

Public Holidays and Limited Service Period (LSP)

- “Requirement” to work public holidays has been replaced with “request”.
- The Easter LSP has been removed.
- Staff are entitled to take leave in advance during the LSP if they have insufficient accrual.

Redeployment

- Improved wording in the clause

Flexible Work

- Clause expanded from flexible working hours to include other flexible work arrangements such as work from home. Introduces new possibilities for professional staff flexibility and introduces ‘reasonable business grounds’ for refusal.

Outsourcing

- New provision: 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

General Improvements

Overtime Meal Allowance

- The introduction of a meal allowance for employees working overtime

Fixed Term Staff

- Award provisions replace current fixed-term circumstances and limit the types of positions that can be made on a fixed-term basis. Murdoch can currently make just about any position fixed-term.
- The right to the job for as long as it continues, including the right to be converted to an ongoing role.

Continuing Employees

- The University will make all reasonable efforts to ensure involuntary redundancy will be an option of last resort.

Increased Coverage

- Murdoch Active and the Innovative Chiropractic Learning clinic now covered by the EBA.

Disputes

Natural Justice

- The Agreement will be implemented in accordance with the principles of natural justice and procedural fairness

Grievances

- The introduction of a principles-based grievance provision

Serious Misconduct

- Removal from serious misconduct definition of 'conduct that causes serious and imminent risk to the reputation, viability or profitability of the University'.

Ill Health

- The university will consult with the Academic Employee about the choice of medical practitioner

Change Management

Major Change

- There is a new requirement to notify the NTEU of any major change.
- New requirement to include these matters in change proposals: Any proposed changes to staffing, work operations, or modes or scheduling of teaching delivery.
- Murdoch is now required to report how remaining work will be reasonably accommodated consistent with work health and safety obligations.

Question and Answer



Endorsement Motion

Motion: That this meeting of NTEU Murdoch Branch members, held on 5/2/2024, endorse the draft Murdoch Enterprise Bargaining Agreement (2024), as presented to this meeting.

Moved: Lydia Wells

Seconded: Ian McKernan

What Next?

- The proposed EBA will be put to all Murdoch Staff for their endorsement by management
- The access period, where staff are provided with the documents for consideration, starts 6/2/24 and will end on 13/2/24.
- The all-staff vote will be held from 14/2/24 using Murdoch's online voting system
- The results should be known shortly after.
- If staff vote majority yes, the agreement will be submitted to the Fair Work Commission for approval
- When it is approved, it will come into effect
- **We will be running campaigns on enforcing the Right to Disconnect, Academic Workload and Casual marking payments.**

Salary - Academic

Level	Step	Current Pay Levels	Jan-24	Jul-24	Jan-25	Jul-25	Jan-26	Jul-26
A	A1	\$71,678	\$73,828	\$75,305	\$76,811	\$78,347	\$79,914	\$81,512
	A2	\$75,676	\$77,946	\$79,505	\$81,095	\$82,717	\$84,372	\$86,059
	A3	\$79,673	\$82,063	\$83,704	\$85,379	\$87,086	\$88,828	\$90,604
	A4	\$83,670	\$86,180	\$87,904	\$89,662	\$91,455	\$93,284	\$95,150
	A5	\$86,920	\$89,528	\$91,318	\$93,145	\$95,007	\$96,908	\$98,846
	A6	\$90,167	\$92,872	\$94,729	\$96,624	\$98,557	\$100,528	\$102,538
	A7	\$93,416	\$96,218	\$98,143	\$100,106	\$102,108	\$104,150	\$106,233
	A8	\$96,663	\$99,563	\$101,554	\$103,585	\$105,657	\$107,770	\$109,925
B	B1	\$101,575	\$104,622	\$106,715	\$108,849	\$111,026	\$113,246	\$115,511
	B2	\$105,328	\$108,488	\$110,658	\$112,871	\$115,128	\$117,431	\$119,779
	B3	\$109,069	\$112,341	\$114,588	\$116,880	\$119,217	\$121,602	\$124,034
	B4	\$112,822	\$116,207	\$118,531	\$120,901	\$123,319	\$125,786	\$128,302
	B5	\$116,568	\$120,065	\$122,466	\$124,916	\$127,414	\$129,962	\$132,562
	B6	\$120,322	\$123,932	\$126,410	\$128,938	\$131,517	\$134,148	\$136,831
C	C1	\$124,066	\$127,788	\$130,344	\$132,951	\$135,610	\$138,322	\$141,088
	C2	\$127,816	\$131,650	\$134,283	\$136,969	\$139,709	\$142,503	\$145,353
	C3	\$131,563	\$135,510	\$138,220	\$140,984	\$143,804	\$146,680	\$149,614
	C4	\$135,312	\$139,371	\$142,159	\$145,002	\$147,902	\$150,860	\$153,877
	C5	\$139,057	\$143,229	\$146,093	\$149,015	\$151,995	\$155,035	\$158,136
	C6	\$142,809	\$147,093	\$150,035	\$153,036	\$156,097	\$159,218	\$162,403
D	D1	\$149,058	\$153,530	\$156,600	\$159,732	\$162,927	\$166,186	\$169,509
	D2	\$154,054	\$158,676	\$161,849	\$165,086	\$168,388	\$171,756	\$175,191
	D3	\$159,051	\$163,823	\$167,099	\$170,441	\$173,850	\$177,327	\$180,873
	D4	\$164,049	\$168,970	\$172,350	\$175,797	\$179,313	\$182,899	\$186,557
E	E1	\$191,544	\$197,290	\$201,236	\$205,261	\$209,366	\$213,553	\$217,824

Salary - Professional

Level	Step	Current Pay Levels	Jan-24	Jul-24	Jan-25	Jul-25	Jan-26	Jul-26
1	1.1	\$50,258	\$51,766	\$51,801	\$53,857	\$54,934	\$56,033	\$57,154
	1.2	\$51,900	\$53,457	\$54,526	\$55,617	\$56,729	\$57,864	\$59,021
	1.3	\$53,548	\$55,154	\$56,258	\$57,383	\$58,530	\$59,701	\$60,895
2	2.1	\$55,195	\$56,851	\$57,988	\$59,148	\$60,331	\$61,537	\$62,768
	2.2	\$56,020	\$57,701	\$58,855	\$60,032	\$61,232	\$62,457	\$63,706
	2.3	\$56,843	\$58,548	\$59,719	\$60,914	\$62,132	\$63,375	\$64,642
3	3.1	\$57,942	\$59,680	\$60,874	\$62,091	\$63,333	\$64,600	\$65,892
	3.2	\$59,587	\$61,375	\$62,602	\$63,854	\$65,131	\$66,434	\$67,763
	3.3	\$61,230	\$63,067	\$64,328	\$65,615	\$66,927	\$68,266	\$69,631
	3.4	\$62,881	\$64,767	\$66,063	\$67,384	\$68,732	\$70,106	\$71,508
	3.5	\$64,528	\$66,464	\$67,793	\$69,149	\$70,532	\$71,943	\$73,381
4	4.1	\$65,783	\$67,756	\$69,112	\$70,494	\$71,904	\$73,342	\$74,809
	4.2	\$67,980	\$70,019	\$71,420	\$72,848	\$74,305	\$75,791	\$77,307
	4.3	\$70,174	\$72,279	\$73,725	\$75,199	\$76,703	\$78,237	\$79,802
	4.4	\$71,556	\$73,703	\$75,177	\$76,680	\$78,214	\$79,778	\$81,374
	4.5	\$72,116	\$74,279	\$75,765	\$77,280	\$78,826	\$80,402	\$82,011
5	5.1	\$72,291	\$74,460	\$75,949	\$77,468	\$79,017	\$80,598	\$82,210
	5.2	\$75,032	\$77,283	\$78,829	\$80,405	\$82,013	\$83,654	\$85,327
	5.3	\$77,774	\$80,107	\$81,709	\$83,344	\$85,010	\$86,711	\$88,445
	5.4	\$80,520	\$82,936	\$84,594	\$86,286	\$88,012	\$89,772	\$91,568
	5.5	\$83,271	\$85,769	\$87,509	\$89,291	\$91,106	\$92,947	\$94,824
6	6.1	\$81,786	\$84,240	\$85,924	\$87,643	\$89,396	\$91,184	\$93,007
	6.2	\$83,978	\$86,497	\$88,227	\$89,992	\$91,792	\$93,628	\$95,500
	6.3	\$86,175	\$88,760	\$90,535	\$92,346	\$94,193	\$96,077	\$97,998
	6.4	\$88,372	\$91,023	\$92,844	\$94,700	\$96,595	\$98,526	\$100,497
7	7.1	\$89,422	\$92,105	\$93,947	\$95,826	\$97,742	\$99,697	\$101,691
	7.2	\$92,170	\$94,935	\$96,834	\$98,770	\$100,746	\$102,761	\$104,816
	7.3	\$94,912	\$97,759	\$99,715	\$101,709	\$103,743	\$105,818	\$107,934
	7.4	\$98,523	\$101,479	\$103,508	\$105,578	\$107,690	\$109,844	\$112,041
8	8.1	\$102,596	\$105,674	\$107,787	\$109,943	\$112,142	\$114,385	\$116,673
	8.2	\$106,438	\$109,631	\$111,824	\$114,060	\$116,341	\$118,668	\$121,042
	8.3	\$111,379	\$114,720	\$117,015	\$119,355	\$121,742	\$124,177	\$126,661
	8.4	\$115,768	\$119,241	\$121,626	\$124,058	\$126,540	\$129,070	\$131,652
	8.5	\$117,416	\$120,938	\$123,357	\$125,824	\$128,341	\$130,908	\$133,526
9	9.1	\$118,264	\$121,812	\$124,248	\$126,733	\$129,268	\$131,853	\$134,490
	9.2	\$121,010	\$124,640	\$127,133	\$129,676	\$132,269	\$134,915	\$137,613
	9.3	\$123,756	\$127,469	\$130,018	\$132,618	\$135,271	\$137,976	\$140,736
10	10.1	\$128,915	\$132,782	\$135,438	\$138,147	\$140,910	\$143,728	\$146,603