



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Menzies School of Health Research**  
(AG2023/2696)

## **MENZIES SCHOOL OF HEALTH RESEARCH 2022 ENTERPRISE AGREEMENT**

Health and welfare services

DEPUTY PRESIDENT BOYCE

SYDNEY, 30 AUGUST 2023

*Application for approval of the Menzies School of Health Research 2022 Enterprise Agreement*

[1] An application has been made for approval of an enterprise agreement to be known as the *Menzies School of Health Research 2022 Enterprise Agreement (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the Menzies School of Health Research (**Employer**). The Agreement is a single enterprise agreement.

### *Undertakings*

[2] The Employer has provided written undertakings dated 28 August 2023. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Higher Education Industry – Academic Staff Award 2020*, the *Higher Education Industry – General Staff Award 2020*, the *Professional Employees Award 2020*, and the *Nurses Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

### *Coverage of employee organisations*

[3] The following employee organisations (all of which were bargaining representatives for the Agreement), have given notice under s.183 of the Act that they want to be covered by the Agreement:

- a) National Tertiary Education Industry Union;
- b) Australian Salaried Medical Officers Federation; and
- c) Australian Nursing and Midwifery Federation

[4] In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

Conclusion

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.<sup>1</sup>

[6] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 September 2023. The nominal expiry date of the Agreement is 30 September 2025.



DEPUTY PRESIDENT

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<sup>1</sup> The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Amending Act)* made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act 2009 (FW Act)*, that commenced operation on 6 June 2023. Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for this Agreement was before 6 June 2023. Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. This Agreement was made after 6 June 2023.

## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2023/2696

Applicant: Menzies School of Health Research

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Alan Cass, Director, have the authority given to me by Menzies School of Health Research (Menzies) to give the following undertakings with respect to the Menzies School of Health Research 2022 Enterprise Agreement (Agreement):

#### 1. Clauses 43.1, 43.2 and 43.3 are amended as follows:

43.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1981 (NT)* regardless of where they are located within Australia. Where the long service leave legislation within States and Territories of Australia other than the Northern Territory has entitlements which are more beneficial than the *Long Service Leave Act 1981 (NT)*, employees who are located within those states or territories will receive the more beneficial entitlement.

43.2 The rate of pay for long service leave and the definition of continuous service will be as prescribed by the long service leave legislation in the relevant State or Territory in Australia for each employee.

43.3 For employees who have an aggregate of 10 years continuous service with Menzies and an IPRE, the following provisions apply:

- (a) For the purposes of clause 43.3(b), "Immediately, preceding, relevant employer (IPRE)" means an employer prior to Menzies with whom the employee had at least 5 years of continuous employment and where the break in the continuity of service from that employment and employment with Menzies is not more than 2 months.
- (b) Employees with an aggregate of 10 years continuous service with Menzies and an IPRE will be entitled to take available pro-rata long service leave. That pro-rata long service leave payment by Menzies will be limited to the amount attributable to each full year of continuous service with Menzies unless an additional entitlement has been agreed in terms of sub-clauses 43.11, 43.12 and 43.13.

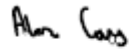
#### 2. Clause 26 Supported Wage

Menzies undertakes that where an employee is eligible for a supported wage, they will be paid the applicable rate of pay under the Agreement at 101% of the relevant assessed capacity rate applicable under the Supported Wage System.

**3. Shift Workers (Clause 27.5)**

Menzies undertakes that should it engage a shift worker as per clause 27.5 of the Agreement, a shift worker will be paid the applicable shift loading rate for weekend work at the applicable equivalent Award rate of pay as prescribed in the relevant Modern Award.

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



Alan Cass  
Director, Menzies School of Health Research  
Date: 28 August 2023

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 this agreement.

# **THE MENZIES SCHOOL OF HEALTH RESEARCH**

## **2022 ENTERPRISE AGREEMENT**

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## PART A APPLICATION AND OPERATION OF AGREEMENT

### 1. AGREEMENT TITLE

This Agreement is made under Part 2-4 of the Act and will be known as the Menzies School of Health Research 2022 Enterprise Agreement (the '**Agreement**').

### 2. DEFINITIONS

In this Agreement, except where otherwise clearly intended, the following words will mean:

**"Act"** means the *Fair Work Act 2009* or its successor.

**"Casual employee"** is an employee who accepts an offer for a job from Menzies knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.

**"Director"** means the person who holds the office of the Director of the Menzies School of Health Research or his/her nominated delegate.

**"Employee"** means a person appointed by Menzies whose conditions of service are specified in this Agreement.

**"FWC"** means Fair Work Commission

**"Immediate family"** means a spouse, de facto spouse, child, parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse, or a member of the Employee's household. It includes step relations (e.g. step-parents and step children) as adoptive relations. It is acknowledged that 'family' for Aboriginal and/ or Torres Strait Islander peoples often extends further than the immediate family structure. Applications for carers and compassionate leave will therefore be considered for Aboriginal and Torres Strait Islander employees on this basis.

**"Menzies Act"** means the *Menzies School of Health Research Act*, as amended from time to time.

**"Menzies"** means the employer, which is the Menzies School of Health Research established pursuant to the Menzies Act, as amended from time to time.

**"NES"** means the National Employment Standards as detailed in the Fair Work Act.

**"Relevant employees"** means the employees who may be affected by a change referred to in 8.1.

**"Representative"** will mean a duly appointed representative of either the employee or employer as the case may be.

**"Serious misconduct"** means an employee deliberately behaving in a way that is inconsistent with continuing their employment. Examples include causing serious and imminent risk to the health and safety of another person or to the reputation or profits of their employer's business, theft, fraud, assault, sexual harassment or refusing to carry out a lawful and reasonable instruction that is part of the job.

**"Suitable alternative employment"** means a position for which the employee has the skills and competence required to perform it to the required standard either immediately or within a reasonable period of retraining skills and qualifications to undertake.

**"Union"** means the National Tertiary Education Industry Union and the Australia Nursing and Midwifery Federation.



### **3. ANTI-DISCRIMINATION**

3.1 Menzies and its staff will act in accordance with the relevant anti-discrimination legislation and Menzies policies as amended from time to time.

3.2 Menzies is committed to creating a safe and productive environment in which Employees are free from harassment, discrimination, victimisation and bullying and are treated with dignity and respect.

### **4. PERIOD OF OPERATION, AGREEMENT PREVAILS, NO CLAIMS DURING NOMINAL PERIOD**

4.1 This Agreement will come into operation 7 days after the date of approval by FWC and will remain in force until 30 September 2025.

4.2 Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement or industrial instrument. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.3 The Employees agree that they will not pursue any claims against Menzies in respect of their employment during the nominal period of this Agreement. Nothing in this clause prevents Menzies from seeking to vary the Agreement in accordance with the Fair Work Act 2009 (Cth) or from amending policies from time to time, that are not included in this Agreement.

### **5. INCIDENCE AND PARTIES BOUND**

The Agreement covers employees that are employed by Menzies in all states and territories of the Commonwealth of Australia. The Menzies Director and employees employed in Nations other than Australia are specifically excluded from this Agreement.

### **6. RENEGOTIATION OF THE AGREEMENT**

It is the intention of the parties to this Agreement to formally commence the process of bargaining for a replacement to this Agreement no later than 1 April 2025.

## **PART B DISPUTE SETTLEMENT, CONSULTATION, FLEXIBLE ARRANGEMENTS AND MENZIES COMMITMENTS**

### **7. PROCEDURES FOR PREVENTION AND SETTLEMENT OF AGREEMENT RELATED DISPUTES**

- 7.1 This term sets out procedures for settlement of a dispute which relates to a matter arising under the Agreement and/or the National Employment Standards.
- 7.2 At any stage of the process the Employee may elect to have an Employee representative in attendance.
- 7.3 A disagreement or dispute will be dealt with as follows:
- (a) The Employee concerned shall raise the matter with the appropriate supervisor for resolution;
  - (b) The Employee and Supervisor shall agree to meet and confer on the matter within seven (7) days of the dispute being raised. Where a party is not able to meet within seven (7) days the reason for the inability to meet must be provided in writing. Unless agreed otherwise, the parties must meet within 14 days;
  - (c) If not resolved at such a meeting, the parties shall arrange for meetings with more senior levels of management (as appropriate);
  - (d) If the matter remains unresolved, either the Employee or the supervisor/manager shall request a formal meeting with the Director, or the Director's representative.
- 7.4 If discussions held under clause 7.3 do not resolve the matter at the workplace level:
- (a) either party may refer the matter to mediation;
  - (b) The mediator appointed will be by mutual agreement;
  - (c) both parties will participate in the mediation process in good faith.
- 7.5 In the event that a resolution is not achieved, any party or the Employee may refer the matter to the FWC. FWC may deal with the dispute in 2 stages:
- 7.6 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 7.7 If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
- (a) arbitrate the dispute; and
  - (b) make a determination that is binding on the parties.

**Note:** If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 Part 5-1 of the Act. Therefore, an appeal may be made against the decision.

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7.8 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must 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
- (b) an employee must comply with a direction given by Menzies to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

7.9 The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.

## **8. CONSULTATION**

Menzies is committed to communicating and consulting with its employees, relevant Unions and other employee representative bodies in regards to workplace issues. Menzies recognises the legitimate role of the Unions, other employee representative bodies and other elected employee representatives in advocating the view of Menzies employees.

8.1 This term applies if the employer:

- (a) has made a definite decision 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 of the enterprise; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work for employees.

8.2 Major change

For a major change referred to in paragraph 8.1a:

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 8.3 to 8.9 apply.

8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

8.5 As soon as practicable after making its decision, the employer must:

## Menzies School of Health Research 2022 Enterprise Agreement

- (a) discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion- provide, in writing, to 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; and
    - iii. any other matters likely to affect the employees.
- 8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2(a) and clauses 8.3 and 8.5 are taken not to apply.
- 8.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work.

- 8.10 For a change referred to in clause 8.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses 8.11 to 8.15 apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.12 If:

### **Menzies School of Health Research 2022 Enterprise Agreement**

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion-provide to the relevant employees:
  - i. all relevant information about the change, including the nature of the change; and
  - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
  - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) 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).

8.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.16 In this term:

**"relevant employees"** means the employees who may be affected by a change referred to in subclause 8.1.

## **9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

9.1 This clause constitutes the flexibility term referred to in section 202 of the Fair Work Act.

9.2 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; or
  - (v) leave loading;

### **Menzies School of Health Research 2022 Enterprise Agreement**

- (b) the arrangement meets the genuine needs of Menzies and the employee in relation to 1 or more of the matters mentioned in paragraph 9.2(a); and
- (c) the arrangement is genuinely agreed to by Menzies and the employee.

9.3 Menzies must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.4 Menzies must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) includes the name of Menzies and the employee; and
- (c) is signed by Menzies and the 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 this Agreement which 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.

9.5 Menzies must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.6 Menzies or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if Menzies and the employee agree in writing - at any time.

## **10. MENZIES COMMITMENT TO STRENGTHEN ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT**

10.1 Menzies is committed to developing the capacity of Aboriginal and Torres Strait Islander peoples in the health research industry through professional skills development and pathways and by providing employment outcomes.

10.2 Menzies will maintain and review its Aboriginal and Torres Strait Islander Employment and Career Development Strategy 2022-2026 and the Reconciliation Action Plan. Menzies through the implementation of these documents aims to continue to improve the attraction, recruitment and retention outcomes for Aboriginal and Torres Strait Islander employees.

10.3 The Aboriginal and Torres Strait Islander Employment and Career Development Strategy identifies three critical focus areas:

- (a) Attraction and Recruitment
- (b) Access and Pathways
- (c) Retention and Career Development

10.4 Each of these focus areas plays an important role in ensuring Menzies strategy is both

## **Menzies School of Health Research 2022 Enterprise Agreement**

responsive to the needs of our Aboriginal and Torres Strait Islander staff and able to increase the leadership and representation of Aboriginal and Torres Strait Islander people across every part of Menzies. We know that meaningful investment in the growth, development and career progression of our current and future Aboriginal and Torres Strait Islander staff is critical to our long-term success.

- 10.5 Menzies will report at least annually to employees and the Menzies Board on the progress of the Aboriginal and Torres Strait Islander Employment and Career Development Strategy 2022-2026 and the Reconciliation Action Plan.
- 10.6 In support of Menzies commitment to Aboriginal and Torres Strait Islander employment and creating a supportive workplace culture, all staff will be supported to attend at least one reconciliation week and/or NAIDOC week activity including events that Menzies hosts or supports.
- 10.7 Aboriginal and Torres Strait Islander employees will be supported with Cultural leave to attend key cultural events such as NAIDOC week activities, in recognition and support of the importance of a continuing connection to their culture and communities.

## **11. JOINT CONSULTATIVE COMMITTEE**

- 11.1 The parties continue their commitment to consultation and communication through the operation of a Joint Consultative Committee (JCC).
- 11.2 The JCC shall comprise:
  - (a) Chair nominated by the Director-; and
  - (b) Up to two representatives from each union and
  - (c) Up to four representatives of Menzies.
- 11.3 The role of the JCC is to facilitate consultation between Menzies and Employees on matters related to the implementation or interpretation of this Agreement:
  - (a) providing a forum to raise workplace relations issues related to the Agreement.
  - (b) reviewing progress on the implementation of new arrangements arising from this Agreement.
- 11.4 The JCC will usually meet on a quarterly basis and as a minimum twice per year.
- 11.5 To support the role of the JCC Menzies will provide time release support for employee union members to attend the meetings. Union parties to this Agreement will seek to support Menzies employee involvement as union representatives.

## **PART C EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **12. CONTRACT OF EMPLOYMENT**

- 12.1. Appointments to Menzies will be made under the provisions of the Menzies Act. Menzies will exercise a preference for continuing employment.
- 12.2 All employees, irrespective of the type of contract of employment, may be required to sign undertakings to comply with codes of conduct entered into by Menzies with community groups involved in research projects. Compliance with such codes of conduct will be a condition of employment.
- 12.3 All new staff excluding casuals will be subject to a probationary period of employment that is set for a period of 6 months. The length of the probationary period must be recorded in the contract of employment.
- 12.4 All employees, irrespective of the type of contract of employment, will be afforded Academic Freedom to express their intellectual opinion within the framework set out in the relevant Menzies Policies as amended from time to time.
- 12.5 Contracts of employment will be characterised under two types: continuing and non-continuing with specific categories of employment within those types as outlined in clause 13 – Types of Employment.
- 12.6 Continuing and non-continuing contract types will be for the following categories of employment:

#### **12.6.1 Full-time Employment**

“Full-time employment” means regular weekly employment for 36.75 hours per week.

#### **12.6.2 Part-time Employment**

- (a) "Part-time employment" means regular weekly employment for less hours per week than full-time employment.
- (b) Part-time employees will receive the same Agreement entitlements as a full-time employee on a pro rata basis calculated by reference to the relative number of ordinary hours of duty worked each week.

#### **12.6.3 Casual Employment**

Refer to clause 14.2 for Casual employment.



## 13. TYPES OF EMPLOYMENT

### 13.1. Continuing Employment types

#### 13.1.1 Continuing

Will normally apply to positions that have no qualification on the tenure of the position. Continuing employment is characterised by the position at Menzies being of a permanent nature other than as a result of changing operational requirements, i.e. restructuring. See sub-clause 12.6.1 and 12.6.2 for categories of employment that are available under continuing contracts of employment.

#### 13.1.2 Continuing Contingent Employment (CCE)

Continuing contingent employment means employment on a continuing basis that is contingent on the continuing availability of external grant/research funds to support the employment.

- (a) A CCE contract may apply to a Professional, Administrative or Technical (PAT), Research Nurse or Academic Employee and may be full-time or part-time and is an appointment that has limited term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students.
- (b) CCE is not intended to replace full-time or part-time continuing positions.
- (c) Menzies will offer a CCE appointment to an employee where:
  - (i) the employee has been employed continuously by Menzies for a period of at least two years; and
  - (ii) they have performed at a satisfactory level; and
  - (iii) they are, or are about to be, employed on a second or subsequent consecutive fixed term contract of employment; and
  - (iv) their employment has been and will continue to be for the circumstance(s) of "research" and/ or "a specific task or project provided for from identifiable funding external to Menzies" as described in clauses 14.3.3 and 14.3.2 of the Agreement.
- (d) Notwithstanding the above, Menzies may, at its absolute discretion, offer a CCE appointment to a fixed-term staff member whether or not the eligibility criteria have been met.

## 14. NON-CONTINUING EMPLOYMENT TYPES

Applies to positions involving research and/or project work where the tenure is qualified by limited time, funding or tasks. The following categories of employment will apply in non-continuing contracts of employment.

### 14.1 Limited Tenure (Savings clause)

Menzies currently employs a number of designated employees on Limited Tenure Employment. The terms of that limited tenure employment are detailed in and are to remain unchanged from the Menzies School of Health Research Enterprise Agreement 2018. The limited tenure employment terms of the 2018 Agreement are intended to be preserved by this clause. For clarification of interpretation the references in the 2018 Agreement to the

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application of the Termination of Employment and Redundancy clauses to Limited Tenure employment shall be taken to be references to the Termination of Employment and Redundancy provisions under this Agreement.

### **14.2 Casual**

- 14.2.1 "Casual employment" means a person engaged by the hour and paid on an hourly basis that includes a casual loading, which is in compensation for non-entitlement to any of the forms of paid leave of absence under the terms of this Agreement.
- 14.2.2 The casual loading is 25% of the applicable Agreement rate.
- 14.2.3 Casual employees will be given notice of termination of employment in accordance with the minimum engagement period for employment.
- 14.2.4 The minimum period of engagement for a casual Research/Academic employee shall be 2 hours.
- 14.2.5 The minimum engagement period for a casual teaching Academic shall be 2 hours with payment occurring as detailed in SCHEDULE A.1 - Casual Academic Teaching Salary Rates.
- 14.2.6 The minimum engagement period for a casual Research Nurse shall be 2 hours.
- 14.2.7 The minimum period of engagement for a casual Professional, Administrative and Technical employee shall be as follows:
- (i) 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 hour;
  - (ii) a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the university or Menzies, other than public holidays as applied at the relevant university;
  - (iii) employees with a primary occupation elsewhere (or with the employer) have a minimum period of engagement of one hour; and
  - (iv) all other casuals must have a minimum period of engagement of 3 hours.
- 14.2.8 The provisions of clauses 18 - Termination of Employment and 19 - Redundancy do not apply to casual contracts of employment.
- 14.2.9 Casual employees are not entitled to the paid leave provisions within this agreement unless specifically provided for within individual leave clauses.

### **14.3 Fixed Term**

- 14.3.1 Fixed term employment means employment where the duration of the contract of employment is limited by specific conditions as detailed below in 14.3.2, 14.3.3 and 14.3.4. Fixed term employment has a commencement and a specified end date.
- 14.3.2 A "specific task or project" which means a definable work activity that has a starting time and 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 Menzies 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.

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- 14.3.3 "Research" which means a work activity by a person engaged primarily to carry out a specific research project or projects for a contract period not exceeding five years. Employees engaged in research may contribute a proportion of their time to teaching and/or clinical duties as allowed by respective funding agencies.
- 14.3.4 "Replacing a full-time or part-time employee as a replacement employee" which means undertaking specified work activity for a definable period while another employee is on approved leave of absence.
- 14.3.5 A break of 90 days or less between the end of one fixed term contract and the commencement of a subsequent fixed term or continuing contract will be deemed not to have broken the continuity of service but will not count in the calculation of length of continuous service.
- 14.3.6 Fixed Term employment may be either full-time or part-time.
- 14.3.7 The provisions of clauses 18 - Termination of Employment and 19 - Redundancy do not apply on the natural expiration of a Fixed Term contract of employment.

## **15. REQUIREMENT TO STATE TERMS OF ENGAGEMENT**

- 15.1 Upon engagement, Menzies will provide the employee with a letter of appointment which stipulates both the type (continuing or non-continuing) and the category of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:
- 15.2 for employees other than casual employees, the classification level and salary of the position on commencement of the employment and, if not full-time the fraction of full-time hours to be worked;
- 15.3 for a fixed-term employee, the terms and condition (14.3.2, 14.3.3 & 14.3.4) of the employment; and
- 15.4 for casual employees, the duties required and the hourly rate of pay for each class of duty required.

## **16. CONTINUOUS SERVICE**

- 16.1 Service with Menzies will be deemed to be continuous notwithstanding:
  - (a) any paid absence from duty where the employee is unfit for duty due to personal illness or injury, or
  - (b) any paid absence from duty that is in accordance with the terms of this Agreement,
  - (c) any unpaid absence from duty where the employee is unfit for duty due to personal illness or injury, or other reasonable cause. The determination of other reasonable cause will be solely at the discretion of Menzies and will only apply if Menzies confirms it in writing, or
  - (d) any unpaid parental leave of absence from duty that is in accordance with the terms of this Agreement.

Calculation of the Length of Continuous Service

16.2 For the purpose of calculating the length of continuous service:

- (a) any paid absence from duty where the employee is unfit for duty due to personal illness or injury will count,
- (b) any paid absence from duty that is in accordance with the terms of this Agreement will count,
- (c) any unpaid absence from duty due to other reasonable cause in accordance with paragraph 16.1(c) and any absence on workers compensation will not count, i.e. accruals of annual, personal/carer's and long service leave will be suspended for the duration of the absence,
- (d) any unpaid parental leave of absence from duty that is in accordance with this Agreement will not count, i.e. accruals of annual, personal/carer's and long service leave will be suspended for the duration of the absence.

**17. RIGHT TO REQUEST CASUAL CONVERSION**

Offers and requests for casual conversion:

- 17.1 A casual employee who has worked for Menzies for at least 12 months and has, during at least the last 6 months of that time, worked a regular pattern of hours on an ongoing basis may be entitled to be offered, or request, conversion to full-time employment or part-time employment.
- 17.2 Offers and requests for conversion from casual employment to full-time or part-time employment will take place in accordance with the NES.
- 17.3 A request for casual conversion must be in writing and may only be refused on reasonable grounds. Reasonable grounds for refusal include:
  - (a) the employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
  - (b) the hours of work which the employee is required to perform will be significantly reduced in that period;
  - (c) there will be a significant change in either or both of the following in that period:
    - (i) the days on which the employee's hours of work are required to be performed;
    - (ii) the times at which the employee's hours of work are required to be performed;which cannot be accommodated within the days or times the employee is available to work during that period;
  - (d) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- 17.4 Menzies must provide a written response to an employee's request for casual conversion within 21 days of having received the request for conversion.

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- 17.5 Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits Menzies to require a casual employee to so convert.
- 17.6 Nothing in this clause requires Menzies to increase the hours of a casual employee seeking conversion to full-time or part-time employment.
- 17.7 Disputes about offers and request for casual conversion are to be dealt with in accordance with the dispute settlement provisions of this Agreement.

### 18. TERMINATION OF EMPLOYMENT

#### 18.1. Notice of Termination by Employer

- (a) In order to terminate the employment of a full-time or part-time employee, Menzies will give the employee the following notice:

Period of continuous service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 18.2. In particular cases, longer periods of notice than in 18.1(a) may apply by mutual agreement between Menzies and the respective employee. The agreed, longer period(s) of notice required both by Menzies and the employee must be recorded in the instrument of appointment issued in accordance with clause 15.
- 18.3. In addition to the notice in 18.1(a) employees over 45 years of age at the time of the giving of the notice and with more than two years continuous service, will be entitled to an additional week's notice.
- 18.4. Payment in lieu of the notice prescribed in 18.1(a) and/or 18.3 will be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 18.5. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary hours of duty they would have worked during the period of notice had their employment not been terminated will be used.
- The period of notice in this clause will not apply in the case of : dismissal for serious misconduct; or
  - employees engaged for a specific period of time or for a specific task or tasks.

#### 18.6. Notice of Termination by Employee

The notice of termination required to be given by an employee will be the same as that required of Menzies, save and except that there will be no additional notice based on the age of the employee concerned.

#### 18.7. Termination of a Continuing Contingent Employment (CCE)

- 18.7.1. A CCE appointment may be terminated when Menzies no longer requires the CCE role to be performed by anyone due to changes in Menzies' operational requirements, including (but not limited to) where:
- (a) the funding that supports the position ceases or is insufficient and there are no known alternate suitable opportunities available at the end of the notice period; or

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- (b) the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable her/him to complete the requirements of the position;

- 18.7.2. Where termination takes place as outlined above the consultation provisions of the Agreement shall apply and the employee shall be notified in writing of the reasons for termination.
- 18.7.3. Termination of a CCE appointment may also take place under the relevant probation or termination provisions of this Agreement.
- 18.7.4. A CCE employee is entitled to notice of termination or payment in lieu of notice in accordance with clause 18.1 of the Agreement.

### 18.8. Suitable alternative Employment (CCE):

- 18.8.1 Where a CCE appointment is being terminated for reasons detailed at clause 18.7.1 above, Menzies will seek to find suitable alternative employment for a CCE staff member. The suitable alternative employment period, shall be a period of 8 weeks **(the “redeployment period”)**, including the relevant notice period. In assessing suitable alternative employment Menzies shall have regard to:
- whether there exists a job or a position or other work to which the employee can be redeployed, including with consideration of reasonable training being provided to the employee
  - the nature of any available position including the classification level
  - the qualifications required to perform the job
  - the employee's skills, qualifications and experience, and
  - the location of the job in relation to the employee's residence and the remuneration (pay and entitlements) which is offered
- 18.8.2 An assessment of suitable alternative employment, may include a job match assessment process (for example an interview) taking place with the employee.
- 18.8.3 Where suitable alternative employment is identified, such employment shall be offered to the employee, noting that where two or more CCE employees are to be considered for a position, a selection process may be required to determine the offer of suitable alternative employment.

### 18.9 Severance pay entitlement (CCE):

- 18.9.1 Where a CCE employee's employment is terminated in accordance with cl. 18.7.1 above, a severance pay entitlement will be payable unless the staff member has:
- (a) resigned or declined further employment, including an offer of suitable employment or
- (b) obtained further employment within Menzies.
- 18.9.2 Where severance is payable, it will be calculated in accordance with the following table:

<b>Eligible Continuous Service</b>	<b>Severance Pay</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years and less than 6 years	10 weeks

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At least 6 years and less than 7 years	11 weeks
At least 7 years and less than 8 years	13 weeks
At least 8 years and less than 9 years	14 weeks
At least 9 years and less than 10 years	16 weeks
At least 10 years	19 weeks

18.9.3 The provisions outlined above including payment of the severance payment amount mean that Clause 19 (Redundancy) is not an applicable Clause for a CCE employee.

18.9.4 Eligible continuous service includes the staff member's service in any preceding fixed-term appointment subject to any breaks in service as per Clause 14.3 Fixed Term Employment. Periods of approved unpaid leave will not count for service, but will not constitute breaks in continuous service.

### 18.10 Access to Leave Without Pay (CCE):

18.10.1 Where an identified grant or funding application has been submitted and there is a reasonable expectation that a CCE employee may be offered suitable alternative employment on that grant/application, Menzies will offer a period of up to 6 months leave without pay, to CCE employees whose positions are subject to a termination advice in accordance with Clause 18.7.1 above, provided that the employee will be required to utilise any paid leave entitlements first. Such use of leave entitlements will not extend the period approved.

18.10.2 The CCE employee can choose whether to accept this offer or reject it. If it is accepted and a suitable alternative position becomes available in the period of leave, that position will be offered to that employee.

18.10.3 At any stage Menzies or the employee may give 4 weeks' notice to cancel the period of leave and proceed to termination and a severance payment.

18.10.4 Where the period of LWOP transpires without a suitable alternative offer of employment, the severance payment, will be automatically triggered.

18.10.5 No entitlements whatsoever will accrue for the period of LWOP, other than those required by law.

### 18.11 Statement of Employment

Menzies will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

### 18.12 Summary Dismissal

Notwithstanding the provisions of clause 18.1 to 18.5, Menzies will have the right to dismiss any employee without notice for serious misconduct that justifies instant dismissal in accordance with the Fair Work Act. In such cases, the wages will be paid up to the time of dismissal only.

### 18.13 Casual employment

For information relating to the termination of a casual employee, refer to clause 14.2.

**19. REDUNDANCY**

19.1 Interpretation

For the purposes of this clause, a termination on the ground of redundancy is a termination of a continuing contract (13.1.1) or Limited Tenure contract (14.1), made pursuant to Menzies's decision that the job being performed by the employee is no longer required to be performed by anyone.

19.2 Application

19.2.1 This clause will not apply where employment is terminated as a consequence of serious misconduct that justifies instant dismissal, or in the case of casual employees.

19.2.2 This clause will not apply to employees with less than one year's continuous employment.

19.3 Redundancy Pay

19.3.1 In addition to the period of notice prescribed for termination in 18.1 and 18.3 an employee, whose employment is terminated for reasons set out in Clause 19, will be entitled to redundancy pay as set out in the table below. A maximum of 30 weeks' pay applies. See following table for summary:

<b>Redundancy pay period</b>		
	<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	12 weeks
7	At least 7 years but less than 8 years	14 weeks
8	At least 8 years but less than 9 years	16 weeks
9	At least 9 years but less than 10 years	18 weeks
10	At least 10 years but less than 11 years	20 weeks
11	At least 11 years but less than 12 years	22 weeks
12	At least 12 years but less than 13 years	24 weeks
13	At least 13 years but less than 14 years	26 weeks
14	At least 14 years but less than 15 years	28 weeks
15	At least 15 years	30 weeks

19.3.2 'Week's pay' means:

- (a) the average ordinary hours of duty rate of pay for the preceding 36-month period for the employee concerned; or
- (b) the duty rate of pay for the employee concerned on the last day of duty, whichever is the higher.

19.4 Employee Leaving During Notice

An employee, whose employment is terminated on the ground of redundancy, may terminate employment during the period of notice and, if so, will be entitled to the same



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redundancy benefits under this clause as if they had remained with Menzies until the expiry of such notice, provided that, in such circumstances, the employee will not be entitled to payment in lieu of notice.

### **19.5 Alternative Employment**

Menzies, in a particular redundancy case, may make application to the Fair Work Commission to have the general redundancy pay prescription varied if Menzies obtains acceptable alternative employment for an employee.

### **19.6 Time-Off Work During Notice Period**

19.6.1 During the period of notice of termination given by Menzies, an employee will be allowed up to one day's time-off without loss of pay during each week of notice for the purpose of seeking other employment.

19.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of Menzies, be required to produce proof of attendance at an interview or will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

### **19.7 Transmission of Business**

19.7.1 Where the business is before or after the date of this Agreement, transmitted from Menzies (in this sub-clause called the transmitter) to another employer (in this sub-clause called the transferee) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

- (a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the transmitter or any prior transmitter will be deemed to be service of the employee with the transferee.

19.7.2 In this sub-clause business includes: trade, process, business or occupation and includes part of any such business, and transmission includes: transfer, conveyance, assignment or succession whether by Agreement or by operation of law, and transmitted has a corresponding meaning.

### **19.8 Access to Leave Without Pay**

19.8.1 Where an identified grant or funding application has been submitted and there is a reasonable expectation that the employee will be redeployed on that grant/application, Menzies will offer a period of up to 6 months leave without pay, to employees whose position is made redundant, provided that the employee will be required to utilise any paid leave entitlements first. Such use of leave entitlements will not extend the period approved.

19.8.2 The employee can choose whether to accept this offer or reject it. If it is accepted and a suitable alternative position becomes available in the period of leave, that position will be offered to that employee.

19.8.3 At any stage Menzies or the employee may give 4 weeks' notice to cancel the period of leave and proceed to redundancy.

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19.8.4 Where the period of LWOP transpires without a suitable alternative offer of employment, the redundancy will be automatically triggered.

19.8.5 No entitlements whatsoever will accrue for the period of LWOP.

## PART D WAGES AND RELATED MATTERS

### 20. CLASSIFICATIONS AND WAGE RATES

20.1 Minimum Agreement rates of pay will be increased from the following dates:

1 January 2023	4.0%
1 January 2024	3.5%
1 January 2025	3.2%

In addition to the above, if a ballot is held for the approval of this Agreement by employees and the majority of employees approve the Agreement:

- (a) an additional \$700 bonus payment (gross and less applicable tax) will be paid to full time employees and a pro rata equivalent will be paid to part time employees in the first full pay period following the ballot outcome; and
- (b) an additional \$250 bonus payment (gross and less applicable tax) will be paid to eligible casual employees in the first full pay period following the ballot outcome. An eligible casual employee is a casual employee who is employed by Menzies at the relevant time for payment and who has worked during the period from 1 April 2023 up to the date of payment.
- (c) the 2023 pay rise described above (4.0%) will be backdated to 1 January 2023 and employees will be back paid such increase in salary in the second full pay period following the ballot outcome.

20.2 The salary payable to an employee will be payable fortnightly and will be accompanied by a document in writing setting out particulars of the payments and deductions made there from.

20.3 The calculation used to determine the fortnightly rate of pay will be as follows: Annual Salary (or pro rata equivalent)/ 26 = Fortnightly salary.

20.4 Menzies must pay an employee their termination payments no later than 7 days after the day on which the employee's employment terminates. Termination payments shall include:

18.9.2 The employee's wages under the Agreement for any complete or incomplete pay period up to the end of the day of termination; and

18.9.3 All other amounts that are due to the employee under this Agreement and the NES.

20.5 Research/Academic Staff are appointed in accordance with the Classification Descriptors as outlined in Schedule B. These classification standards describe the broad categories of responsibilities attached to staff at different levels.

20.6 Professional, Administrative and Technical Staff are appointed in accordance with the Classification Descriptors as outlined in Schedule E. These classification standards describe the broad categories of responsibilities attached to staff at different levels.

20.7 Research Nurses are appointed in accordance with the Classification Descriptors as outlined in Schedule G. These classification standards describe the broad categories of responsibilities attached to staff at different levels. Existing Research Nurse employees, translate to the new Research Nurse Classifications as detailed in Schedule G.

20.8 Full and part time employees will be eligible for an annual increment within the scale of rates of salary fixed for the designation held, and will be eligible to be paid an increment on the completion of 12 months' continuous service from the date of appointment and subject to

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satisfactory performance, as recognition of an integral part of career progression and skill enhancement.

- 20.9 Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:
- (a) the Employer has counselled the Employee and explained clearly:
    - (i) the requirements that are expected;
    - (ii) how the Employee has failed to fulfil these requirements; and
    - (iii) the consequences of continued or repeated failure to meet these requirements.
  - (b) The Employer has provided the opportunity through supervision and other agreed support, to assist Employees who are not performing satisfactorily.
- 20.10 Salary increments can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.
- 20.11 Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible through a face to face meeting and the reasons for the decision will be given. The employee shall also be notified in writing of the decision.
- 20.12 An employee is to be offered the opportunity to have a support person present for any performance counselling session with a supervisor and at any meeting related to a decision to defer incremental progression.
- 20.13 Where Menzies makes a decision to defer payment of an increment to an Employee, any subsequent approval of payment of an increment will be effective from the date of approval. Following this, future increments will become due on the original due date (as if the deferral had not occurred).
- 20.14 In circumstances of exceptional performance, the Director may approve an annual salary increment of more than one step.

## **21. SALARY PACKAGING**

Full and part time employees may elect to salary package part of their salary through Menzies's designated salary packaging providers, on the basis that Menzies accepts no liability for the advice provided or the costs incurred.

## **22. SUPERANNUATION**

- 22.1 Employees as at the date of this Agreement who are members of the Northern Territory Government Public Authority Superannuation Scheme (NTGPASS) or the Commonwealth Superannuation Scheme (CSS) will be entitled to remain in these schemes.
- 22.2 Menzies shall make employer superannuation contributions for employees into:
- their nomination of a superannuation fund (including funds identified in cl. 22.1) or
  - the "stapled fund" identified for the employee in ATO records where they do not nominate a fund or
  - Australian Super where the employee has not nominated a superannuation fund and no staple fund applies.
- 22.3 Full-time and part-time employees that are not members of the funds in paragraph 22.1, who elect to contribute 2.55% or more of their after-tax salary or 3% of their pre-tax salary

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to the fund of their choice will be entitled to a 14% (in total) contribution by Menzies.

- 22.4 Menzies contribution to superannuation for employees not contributing in accordance with paragraph 22.3 will be in accordance with the Superannuation Guarantee (Administration) Act 1992.
- 22.5 Superannuation is not paid on any form of unpaid leave.
- 22.6 The salary upon which contributions are calculated shall include all ordinary time earnings. For the avoidance of doubt, this includes any payment made in lieu of ordinary time earnings.
- 22.7 Menzies shall make employer superannuation contributions for employees who take paid parental leave in accordance with this Agreement.
- 22.8 An employee may elect to salary sacrifice to superannuation in accordance with Australian Taxation Office rulings and the prescribed reasonable benefit limits.

### **23. HIGHER DUTIES ALLOWANCE**

- 23.1 An employee engaged in a position classification of Professional, Administrative and Technical Staff Level 1 to 6, who for 5 working days or more is required by Menzies to carry out all of the duties of a person in a higher designated position, may be paid for that period an allowance equal to the amount of the difference between the employee's own salary and the minimum salary of the higher classification.
- 23.2 An employee engaged in a position classification of Professional, Administrative and Technical Staff Level 7 or above, who for 10 working days or more is required by Menzies to carry out all of the duties of a person in a higher designated position, may be paid for that period an allowance equal to the amount of the difference between the employee's own salary and the minimum salary of the higher classification.
- 23.3 An employee engaged in a Research/Academic Officer or Research Nurse classification, who for 10 working days or more is required by Menzies to carry out all of the duties of a person in a higher designated position, may be paid for that period an allowance equal to the amount of the difference between the employee's own salary and the minimum salary of the higher classification.
- 23.4 Where an employee performing higher duties is not required by Menzies to perform all the duties applicable to that designation, the Director will determine the higher duties allowance payable, calculated as a percentage of the duties performed and subject to such conditions as the Director approves.
- 23.5 Vacancies that occur for longer than six months and that would require a staff member to undertake duties of a higher designation may be advertised and an appointment made.

### **24. TRAVEL EXPENSES**

- 24.1 The Menzies principle regarding Travel Allowance (TA) is that an employee shall receive an allowance to cover reasonable meal and incidental expenses that are incurred related to approved work-related travel for Menzies. To support employees with approved work-related travel, accommodation expenses are booked in advance by Menzies.
- 24.2 To support employees undertaking approved Menzies work-related travel, the following travel allowances will be payable to employees. The travel allowances shall include payment for

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meals where they are not provided as well as an incidental allowance to cover the cost of low value expenses.

- 24.3 The travel allowance payable to employees for approved work-related travel within Australia (AUS) shall be as detailed in the table below.

AUS Travel Allowance Rates Effective on approval of the Agreement

Year	TA Code	Full TA Rate	Breakfast	Lunch	Dinner	Incidentals
2023	AUS	\$107.90	\$19.70	\$30.30	\$42.60	\$15.30
2024		\$111.68	\$20.39	\$31.36	\$44.09	\$15.84
2025		\$115.25	\$21.04	\$32.36	\$45.50	\$16.34

- 24.4 The Travel allowance payable for employees travelling overseas shall be as detailed in the table below.

Overseas Travel Allowance Rates Effective on approval of the Agreement

Year	TA Code	Full TA Rate	Breakfast	Lunch	Dinner	Incidentals
2023	O/Seas	\$213.20	\$38.90	\$56.58	\$81.33	\$36.40
2024		\$220.66	\$40.26	\$58.56	\$84.18	\$37.67
2025		\$227.72	\$41.54	\$60.43	\$86.87	\$38.88

- 24.5 Claiming for part day absences:

- a) Breakfast will be payable where you are required to attend for travel before your usual start time
- b) Lunch will be payable where you are required to commence travel before 11am or return from travel after 2pm
- c) Dinner will be payable where you arrive home after 7pm

- 24.6 Where staff are required to travel and meals are provided, staff are only entitled to claim for those meals which are not provided.

- 24.7 Incidentals will only be payable where staff members are required to travel overnight.

**25. INDIGENOUS KNOWLEDGE ALLOWANCE**

Eligibility for the Indigenous Knowledge Allowance will be determined by Menzies (**Indigenous Knowledge Allowance Criteria**) and will incorporate issues such as language, status in the community and other such matters as determined by Menzies. The Allowance will apply to Indigenous Australians on the basis of two levels, with the applicable level determined by the Indigenous Knowledge Allowance Criteria:

	01/01/2023	01/01/2024	01/01/2025
Level 1	\$1,561 pa	\$1,616 pa	\$1,668 pa
Level 2	\$3,126 pa	\$3,236 pa	\$3,340 pa

**26. SUPPORTED WAGE**

Where appropriate, Menzies will seek to offer a supported wage to employees who are unable to work at full wages because of a disability in accordance with the Commonwealth Supported Wage System (subject to regulatory approval).

## PART E - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

### 27. HOURS OF DUTY

27.1 The ordinary hours of duty of a full-time employee will be an average of 36.75 hours per week plus reasonable additional hours.

27.2 The ordinary span of hours for employees are:

Classification	Span of hours
Professional, Administrative and Technical Staff Level (PAT) employees and Research Nurse employees	7.30am – 5.30pm Monday – Friday
Academic employees (non-teaching)	7.30am – 5.30pm Monday – Friday
Academic Employees (teaching)	7.30 am to 10.00 pm, any five of seven days.  <i>Academics with teaching responsibilities will not be expected to work more than three (3) evenings per week unless otherwise agreed; and will not be expected to teach on weekends without prior consultation. Consultation will occur with employee's where teaching duties are to be scheduled between 8.00 pm and 10.00 pm.</i>

27.3 Where an employee's normal functions require them to work outside of the ordinary hours of duty as defined in 27.2, and the Director or his/her nominated delegate agrees, they will be allowed the same amount of time off from ordinary hours of duty in lieu of payment for the hours of duty so performed.

27.4 An employee may with the approval of their Manager work their ordinary hours of duty, outside of the span of hours and in such circumstances the overtime provisions of this Agreement would not apply. For example this may apply where an employee has requested flexible working arrangements to start at an earlier time or finish at a later time than the span of hours specified above.

27.5 For the purpose of this Agreement a shift worker is an employee:

- a) who is required to work over a roster cycle that includes any of the 7 days of the week
- b) who is regularly rostered to work Sundays and public holidays.

#### 27.6 Meal and Rest Breaks

27.6.1 An employee will be allowed a meal break for each consecutive 5 hours of duty, provided that they are required to continue working beyond each period of 5 hours. Menzies encourages employees to take their allotted meal breaks. The meal break will be a minimum of 30 minutes and maximum of 60 minutes. The time taken for meal breaks will be unpaid.

27.6.2 An employee will also be entitled to a paid rest break(s), in accordance with reasonable principles of fatigue management. The rest break(s) will not exceed the

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equivalent of an aggregate of 30 minutes for each consecutive eight hours of duty.

- 27.6.3 Rest breaks count as consecutive hours of duty. Meal breaks do not count as hours of duty and do not break continuity of consecutive hours of duty.
- 27.6.4 All break(s) will be arranged in consultation and with prior approval of the relevant Chief Investigator, Project or Division Leader in relation to operational requirements.
- 27.6.5 Other arrangements regarding meal and rest breaks may be made by mutual agreement between the relevant Chief Investigator, Project or Division Leader and the employee to suit the particular circumstances of work and the employee.

## **28. OVERTIME**

### **28.1 General**

- 28.1.1 Because of budgetary constraints, it is Menzies's policy not to authorise overtime except in exceptional circumstances, and then only with the prior approval of the Director. Where overtime is authorised to be worked it will be authorised as time off in lieu of overtime (TOIL)
- 28.1.2 Employees, except as otherwise provided for in this Agreement, are entitled to overtime when, with the prior authority of Menzies they work hours in excess of the ordinary weekly hours as outlined in clause 27.1 or outside of the span of hours.
- 28.1.3 Casual employees are entitled to be paid overtime in accordance with the provisions of clause 28.5. For casual Professional, Administrative and Technical Staff and Research/Academic employees the casual loading of 25% will not apply where overtime is being paid.

### **28.2 Use of Time Off in Lieu (TOIL) for Payment of overtime**

- 28.2.1 An employee may elect, with the consent of Menzies, to take time off in lieu of payment for overtime at a time or times agreed with Menzies.
- 28.2.2 Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- 28.2.3 Written pre-approval must be obtained from the Supervisor for an employee to accrue or take TOIL.
- 28.2.4 TOIL can accrue to a maximum of 10 days unless written approval has been obtained from the Director or their delegate to accrue beyond this level. All accrued time off in lieu must be taken within the period of 6 months after the overtime is worked.
- 28.2.5 If an employee requests at any time to be paid for overtime covered by an agreement under clause 28 but not taken as TOIL, Menzies will pay the employee for the overtime, in the next pay period following the request at the overtime rate applicable to the overtime when worked.
- 28.2.6 If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 28 applies has not been taken, Menzies must pay the employee for the overtime at the applicable overtime rate.



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28.2.7 Employees, who feel that they are not being fairly compensated with time off in lieu for overtime hours of duty worked at the direction of their supervisor, have recourse to notify their complaint to Human Resources staff for investigation and determination.

28.2.8 Where the issue(s) are not determined to the satisfaction of the employee, the provisions of the Dispute Settlement Procedures will apply.

28.3 Research and Academic Positions

Employees appointed to Research/Academic classifications Level C and above are not eligible for payment of overtime or accrual of TOIL.

28.4 Professional, Administrative and Technical Staff Level Positions

Employees appointed to Professional, Administrative and Technical Staff Level Classification Level 9 and above are not eligible for payment of overtime or accrual of TOIL.

28.5 Overtime Rates of Pay

Where overtime is approved by the Director, the following penalties will apply:

Academic and Professional, Administration and Technical staff:

Monday to Saturday	Time and one half for the first <b>three</b> hours and double time thereafter.
Sunday	Double time
Public Holidays	Double time and one half

Research Nurse staff:

Monday to Saturday	Time and one half for the first <b>two</b> hours and double time thereafter.
Sunday	Double time
Public Holidays	Double time and one half

28.6 Employee Recalled to Duty

An employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of 2 hours at the appropriate overtime rate specified in clause 28.5

28.7 Use of Make-up Time

An employee may elect, with the consent of Menzies, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

## 29. RIGHT TO DISCONNECT

- 29.1 Menzies supports the right of all employees to be able to disconnect from work, outside of their agreed working hours, and enjoy an appropriate level of balance between their work and other life tasks and responsibilities.
- 29.2 An employee, other than in a case of genuine emergency, is not expected to be available outside of their agreed working hours to respond to communications by email, SMS, phone or other electronic communication media.
- 29.3 The right to disconnect is not intended to apply in circumstances where prior agreement is in place for such to contact to occur, for example in circumstances related to a welfare call back or check in requirement or where an employee is working agreed and approved extended or flexible hours.

## 30. FLEXIBLE WORKING ARRANGEMENTS

- 30.1 Menzies has a commitment to supporting all its employees in balancing their work and life commitments. To this end any employee may make a written request for flexible working arrangements. Menzies acknowledges that certain employees have a legal entitlement to request flexible working arrangements under the Fair Work Act. Employees who have this legal entitlement include continuing and non-continuing employees who have worked with the employer for at least 12 months and regular casual employees who have worked with the employer for at least 12 months and have a reasonable expectation of continuing employment on a regular and systematic basis. An employee may request flexible working arrangements because they:
  - (a) are the parent, or have responsibility for the care, of a child who is of school age or younger;
  - (b) are a carer (within the meaning of the Carer Recognition Act 2010)
  - (c) have a disability;
  - (d) are 55 or older;
  - (e) are experiencing violence from a member of their family; or
  - (f) provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing domestic/family violence
  - (g) have a genuine need for flexible working arrangements, such as for a personal health or family reason
  - (h) employees, or a member of their immediate family or household, experiencing family and domestic violence
  - (i) employees who are pregnant.
- 30.2 Examples of changes in working arrangements may include:
  - (a) changes in hours of work (e.g. reduction in hours worked, changes to start/finish times, compressed hours, part-time work),
  - (b) changes in patterns of work (e.g. working 'split-shifts' or job sharing arrangements)
  - (c) changes in location of work (e.g. working from home or another location)
  - (d) Unpaid leave
  - (e) Time off in lieu

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- 30.3 In making a request, it must:
- (a) be in writing; and
  - (b) set out the details of the change sought and the reason for such.
- 30.4 Menzies will provide the employee with a written response to the request within 21 days, stating whether or not the request is granted.
- 30.5 Menzies may only refuse a request if:
- The request has been discussed with the employee;
  - genuinely tried to reach an agreement with the employee about making changes;
  - had regard to the consequences of the refusal for the employee; and
  - the refusal is on reasonable business grounds.
- 30.6 Menzies will set out the particular business ground it relies on for refusing the request and explain how those grounds apply to the request in the written response. Menzies must provide an opportunity to discuss the decision with the employee, including discussing alternatives to the request.
- 30.7 Where there is a dispute arising from the refusal of a flexibility request the employee may access the Dispute Resolution provisions of the Agreement and or be dealt with under section 65B of the Act. If the matter cannot be resolved at the workplace level the employee may refer the matter to the Fair Work Commission.

## **PART F LEAVE AND PUBLIC HOLIDAYS**

### **31. ANNUAL LEAVE**

- 31.1 A Full-time employee is entitled to six (6) weeks (30 days) paid Annual Leave for each completed year of service. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Pro-rata entitlement applies for part-time employees.
- 31.2 The Director may require employees to take specified days as annual leave if Menzies closes between Christmas and New Year or at such other times as may be in the interest of Menzies. Menzies will not require an employee to take more than (5) days of annual leave to support a close down period. In such circumstances Menzies will provide employees with 28 days written notice of the Christmas closure period, or any shorter period agreed between Menzies and the majority of relevant employees and shall advise any new employees who commence after notice is provided of any upcoming shutdown.
- 31.3 In the first year of employment employees who do not have sufficient annual leave balance over the Christmas closure period will be allowed to request to undertake work over the Christmas period or enter a negative annual leave balance provided that the employees will be required to repay any remaining negative leave balance in the event of termination of employment or the cessation of a fixed term contract of employment.
- 31.4 Employees requesting to work during the Christmas closure period will only be approved to work where it is safe to do so and a supervisor approves the work request.
- 31.5 Where a public holiday occurs during a period when an employee is on annual leave no deduction will be made from annual leave credits for that day.
- 31.6 Where an employee falls sick or requires carer's leave while on annual leave and provides evidence in accordance with sub-clause 36.5 the employee will be granted payment for personal/carer's leave subject to available accruals. The equivalent amount of time granted as personal/carer's leave will be re-credited to annual leave accruals to be taken at a later time that is convenient to Menzies.
- 31.7 Where an employee is recalled to duty during a period of annual leave, including the Christmas closure period, then such time will be re-credited as annual leave.
- 31.8 An employee, who at the time of proceeding on approved annual leave, was in receipt of higher duties allowance under the provisions of this Agreement, will continue to be paid such an allowance subject to the Director being satisfied that the particular duty would have been performed but for the employee proceeding on annual leave.

### **32. MANAGING EXCESS LEAVE**

- 32.1 An employee has an excessive leave accrual if the employee has accrued more than -twelve weeks paid annual leave. An employee may not maintain a leave balance of more than 12 weeks annual leave without the approval of the Director.
- 32.2 Menzies will encourage and enable Employees to take their accrual of six weeks Annual Leave each year.

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- 32.3 Menzies will send a notice to any Employee with an excess leave accrual of 60 days or more (or pro-rata equivalent for part time employees) requesting them to meet with their supervisor to discuss and develop a leave plan that will reduce their annual leave balance to 45 days.
- 32.4 If no leave plan is submitted within 4 weeks or the employee and the supervisor are unable to reasonably agree on the leave plan arrangements Menzies can direct the Employee to take Annual Leave within the ensuing 5 months such that their remaining accrued Annual Leave does not exceed 30 days by the date on which all the leave is taken as directed. Where an employee is directed to take leave under this clause, they will be given no less than 8 weeks' notice.
- 32.5 The direction can be made to reduce the accrued Annual Leave to not less than 30 days or the equivalent pro rata amount for Part-Time Employees.

### 33. ADDITIONAL ANNUAL LEAVE SCHEME

- 33.1 The additional annual leave scheme allows staff to accrue up to an additional 4 weeks annual leave entitlement by making an application to reduce their annual salary to the percentages detailed below and receive the corresponding additional annual leave. Leave loading does not apply to payments for additional annual leave.

92%	4 weeks additional annual leave
94%	3 weeks additional annual leave
96%	2 weeks additional annual leave
98%	1 week additional annual leave

- 33.2 Participation in the additional annual leave scheme is optional and at the request of the staff member. Staff wishing to participate in the additional annual leave scheme are required to make an application to do so.
- 33.3 The term of a staff member's participation in the additional annual leave scheme is subject to negotiation between the staff member and Menzies, but would not normally be for less than 12 months.
- 33.4 Variation of the agreed term (i.e. to lessen or lengthen the term) may be initiated by either party, subject to three months of notice. However, in exceptional circumstances, e.g. demonstrated financial hardship, and with the agreement of Menzies an employee may be allowed to cease participation in the additional annual leave scheme by giving 4 weeks of notice.
- 33.5 All leave entitlements which accrue during the term of a staff member's participation in the additional annual leave scheme are paid at the proportional rate detailed in 33.1.
- 33.6 Applications to participate in the additional annual leave scheme are to be made through the relevant Supervisor.
- 33.7 Approval to participate in the scheme will balance operational requirements with increased flexibility options and choice for staff.

### 34. OPTION TO CASH OUT ANNUAL LEAVE

- 34.1 Annual leave may be cashed out in accordance with section 92 of the Fair Work Act. In order for annual leave to be cashed out:
- (a) if requested by the employee in writing;
  - (b) if after cashing out the annual leave, the remaining accrued annual leave will not be less than 4 weeks; and
  - (c) the cashing out is otherwise in accordance with the requirements of section 93(2) of the Fair Work Act.
- 34.2 Where this option is agreed, each cashing out of a particular amount of paid annual leave must be documented by a separate agreement in writing between Menzies and the employee, initiated by the employee.

### 35. ANNUAL LEAVE LOADING

- 35.1 Employees will be entitled to annual leave loading being the lesser of:
- 35.2 17.5% of the value of six weeks annual leave credit based on their salary (including any allowances in the nature of salary); or
- 35.3 A maximum payment of the equivalent of the average weekly earnings of Northern Territory males ascertained from the Australian Bureau of Statistics for the quarter ended 31 August of the year preceding the year in which the date of accrual occurs and based on the Northern Territory Public Sector rates as specified in the *Public-Sector Employment and Management Act 1993*.
- 35.4 The leave loading in respect of annual leave accrued from 1 January to 31 December each year will be payable in the last fortnightly pay period before Christmas Day. Staff who commence during the year will be entitled to pro rata payment of leave loading.
- 35.5 On cessation of employment, an employee will be entitled to payment in lieu of any unpaid annual leave loading, and pro rata payment of annual leave loading calculated on the basis of ordinary hours of work performed from the previous 1 January up to the time of the termination of employment.

## 36. PERSONAL/ CARER'S LEAVE

### Leave Entitlement

- 36.1 A full-time employee at Menzies (other than a casual employee) will accrue 15 days of paid personal/ carers leave for each year of service. An employee's entitlement to personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. The entitlement is pro-rata for part-time employees.
- 36.2 On appointment, a new full-time employee will be credited in advance with 5 days (36.75 hours) of the 15 days entitlement to be accrued in the first year (this advance entitlement will apply to part time employees on a pro-rata basis). At the discretion of the Director, additional paid leave may be approved in advance of the entitlement. In the first year of appointment, further personal/ carer's leave will not be accrued until after 16 weeks of continuous employment.
- 36.3 Accruals of personal/carers leave will not be paid or cashed out for purposes other than those set out in this agreement.

### Taking paid Personal/Carer's leave

- 36.4 An employee may take paid personal/ carer's leave if the leave is taken:
- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - (b) 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:
    - i. a personal illness, or personal injury, affecting the member; or
    - ii. an unexpected emergency affecting the member.
- 36.5 Proof of illness or injury must be provided:
- (a) after 3 consecutive days' absence from normal duties, or
  - (b) after three days absence in any one week, or
  - (c) if the employee has taken an aggregate of 10 days without a certificate in any Personal/ Carers leave accrual year

The certificate provided must be from a registered medical practitioner, dentist or other appropriate health professional. If it is not reasonably practicable for the Employee to access a registered health practitioner to obtain a medical certificate for reasons that include because they reside in a remote or regional locality, a statutory declaration may be submitted in writing detailing the reasons why it was not practicable to obtain a medical certificate and the length of illness.

### Entitlement to unpaid Personal/Carer's leave

- 36.6 An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member; or
  - (b) an unexpected emergency affecting the member.
- 36.7 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/ carer's leave.

**Personal/Carers Leave for Wellbeing purposes**

- 36.8 A full-time employee (or part-time employee with pro-rata application), is entitled to take up to 2 days (14.42 hours) per year of Personal/Carers Leave for wellbeing purposes to participate in activities that are preventative physical or mental health activities. Personal/Carers leave for wellbeing purposes may be taken as a full day or part-day absence. Examples of preventative physical or mental health activities may include but are not limited to a formal or informal exercise class or activity, a meditation or mindfulness activity, a period of rest/contemplation.
- 36.9 An employee must provide advance notice to their supervisor of the need to take Personal/Carers Leave for wellbeing purposes. An employee is not required to provide formal evidence in support of the taking of a day of Personal/Carers Leave for wellbeing purposes. A day of personal/carers leave for wellbeing purposes does not count as part of the aggregate of 10 days without a certificate in any Personal/Carers leave accrual year referred to above in clause 36.5.
- 36.10 Nothing in this sub-clause is intended to impact NES provisions related to Personal/Carers leave.

**37. INDEPENDENT MEDICAL EXAMINATION**

- 37.1 Where Menzies has reasonable concerns as to the fitness of an employee to fulfil the inherent requirements of their role Menzies may require the employee to undergo an Independent Medical Examination (IME) by a Medical Practitioner nominated and paid for by Menzies. The purpose of the independent medical is to ascertain an employee's capacity to return to work, any supports required to assist the employee return to work, including reasonable adjustments or to receive advice that the employee has been assessed as having an incapacity for work
- 37.2 An employee required to attend a medical examination in accordance with Clause 37 who is:
- 18.9.4 absent on approved sick leave covered by documentary evidence, is entitled to continue on sick leave until the findings of the medical examination are known;
  - 18.9.5 an employee other than one to which clause 37.2(a) refers, is deemed to be on duty from the time of the direction until the findings of the examination are known;
- 37.3 The Employee may be directed to undergo the IME with not less than 10 working days' written notice, unless otherwise agreed.
- 37.4 The approval of personal leave after the date of examination or the employee's return to duty will be subject to the findings of the medical examination.
- 37.5 Menzies will advise the Employee of the time, place and purpose of the IME.
- 37.6 When providing a medical report, the Medical Practitioner will have regard for the requirements of the role and the capacity of the Employee to fulfil the inherent requirements of their role or be able to resume these within a reasonable period of time.
- 37.7 Where a Employee has successfully applied to their superannuation fund or insurer, for a permanent or temporary disability benefit/incapacity and the requirement for a medical examination under this clause will lapse and no further action will be taken.
- 37.8 The provisions under this clause shall not affect rights and obligations under any workers' compensation or occupational health and safety legislation.
- 37.9 A copy of the Medical Practitioner's report shall be made available to Menzies and to the Employee.



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### **37.10 Ill health poses a threat**

- (a) If, in the view of Menzies, the Employee's ill-health poses an immediate threat to the well-being of other Menzies Employees, students or affiliates, Menzies may suspend the Employee immediately and require an IME to be carried out at the earliest possible date. The suspension will be with pay for up to ten (10) working days, or until five (5) working days after the receipt of the medical report.
- (b) Menzies may extend the period of paid leave beyond ten (10) working days in circumstances where it can be shown that a suitable medical examination cannot be carried out in that period.

## **38. COMPASSIONATE LEAVE**

### **Entitlement to compassionate leave**

38.1 An employee is entitled to up to 5 days of paid compassionate leave for each occasion when:

- (a) a member of the employee's immediate family or a member of the employee's household:
  - i. contracts or develops a personal illness that poses a serious threat to their life; or
  - ii. sustains a personal injury that poses a serious threat to their life; or
  - iii. dies; or
  - iv. 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;
- (b) the Employee or their current spouse or de facto partner has a miscarriage
- (c) An Employee who is entitled to compassionate leave may, in conjunction with all or part of that leave utilise other forms of paid and unpaid leave.

38.2 Note: Employees can take compassionate leave for other relatives (for example, cousins, aunts, and uncles) if they are a member of the employee's household or if Menzies agrees.

### **Taking compassionate leave**

38.3 An employee may take compassionate leave for a particular occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in cl 38.1; or
- (b) after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in cl 38.1.

38.4 An employee may take compassionate leave for a particular occasion as:

- (a) a single continuous 5 day period; or
- (b) separate periods of one or more days each; or
- (c) any separate periods to which the employee and their employer agree.

38.5 If the occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### **Payment for compassionate leave (other than for casual employees)**

38.6 If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

38.7 Casual employees receive unpaid compassionate leave.

## Notice and Evidence Requirements

### Notice

38.8 An employee taking compassionate leave has to give their employer notice as soon as they can (this may be after the leave has started). The employee has to tell the employer how much leave they are taking, or expect to take, and when.

### Evidence

38.9 An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for an occasion in circumstances specified in clause 38.1 (for example, a death or funeral notice or statutory declaration). This request for evidence has to be reasonable.

## 39. MENSTRUATION AND MENOPAUSAL SELF-CARE AND SUPPORT

39.1 This clause provides Employees with the right to self-care when experiencing symptoms of menstruation and menopause and to self-direct their work responses in these circumstances.

39.2 When the staff member feels that they are physically able to continue at work Menzies will support the staff member to do so by providing a safe space for a short break.

39.3 Employees are entitled to a maximum of five (5) days paid leave per calendar year, (credited on 1 January each year, pro-rata, non-cumulative, in addition to other forms of leave) in the event of inability to perform work duties because of menstruation and menopause, and their associated symptoms.

39.4 Paid Menstruation and Menopause leave must be taken as a minimum of half a day.

39.5 A medical certificate is not required for Menstruation and Menopause leave other than when the period of leave exceeds two (2) consecutive days.

39.6 An employee should notify their supervisor as early as practicable in relation to the need for leave or workplace support under this clause.

## 40. PARENTAL LEAVE

40.1 Parental Leave includes Primary Care Giver, Partner, Adoption and Long-Term Foster Parent Leave.

### 40.2 Eligibility and Entitlement

40.2.1 Full and Part time employees who have completed 12 months continuous service with Menzies at the time of taking leave are eligible for up to 52 weeks (1 year) of parental leave, which may include both paid and unpaid leave.

40.2.2 Casual employees who have completed 12 months continuous service with Menzies are entitled to unpaid parental leave in accordance with the NES.

40.2.3 Eligible Employees are entitled to Parental Leave under this clause if the leave is associated with:

(a) The birth of a child of the Employee or the Employee's spouse or de facto partner; or

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- (b) The placement of a child with the Employee for adoption or foster care, provided the child:
- i. is under 18 years;
  - ii. has not lived continuously with the Employee for a period of three (3) months or more;
  - iii. has been placed for a period of three (3) months or more; and
  - iv. is not (otherwise than by adoption) a child of the Employee or the Employee's spouse or de factor partner.

### **40.3 Paid Leave Entitlement**

**40.3.1 Primary Care Giver Leave** - Eligible employees, who are the Primary Care Giver of a child, are entitled to a period of 16 consecutive weeks leave at full pay or 32 consecutive weeks leave at half pay. Employees may also elect to take their entitlement in a flexible arrangement within the 12-month parental leave period outlined in clause 40.2.1

**40.3.2 Partner leave** – is available to an Employee, other than a casual Employee, who is not the Primary Care Giver, on the birth of the child or where adoption or long-term foster care commences.

**40.3.3 Adoption, Long Term Foster Leave** - Primary care giver of an adopted/ foster child less than five years of age

For the Primary care giver of an adopted/foster child less than five years of age the first 14 weeks of adoption, long term foster leave will be paid leave.

Primary Carer of an adopted/ foster child aged five years or older:

For the Primary care giver of an adopted/ foster child aged five years or older the first 7 weeks of adoption/ foster/ guardianship leave for the age will be paid leave (for full time staff). Adoption/ foster/ guardianship Leave will be taken to apply where the child is legally adopted, or, if a permanent foster care order or a permanent legal guardianship order is made in respect of the child.

**40.3.4 Paid Special parental leave** - Where a pregnancy terminates after 12 weeks other than by the birth of a living child, the pregnant Employee, other than a casual Employee, may then access half the entitlements of the Primary Care Giver Leave outlined in clause 40.3.1.

Under these circumstances, an Employee is entitled to access other forms of leave in addition to Paid Special Parental Leave for a period deemed necessary by a registered Medical Practitioner.

In the event the pregnancy terminates before 12 weeks, the Employee can access Compassionate Leave in accordance with Clause 38 Compassionate Leave or may elect to take their available Personal Leave in place of any unpaid leave. Additional unpaid leave shall be available for a period certified as necessary by a registered Medical Practitioner.

**40.3.5 Stillbirth or infant death** – In the case of a stillbirth or infant death during the first 24 months of life, an eligible employee is still entitled to take 52 weeks of parental leave as outlined in clause 40.2.1. This may be a combination of unpaid leave and the paid leave entitlement as outlined above.

### **40.4 Unpaid parental leave**

**40.4.1** As outlined in clause 40.2.1 and 40.2.2, eligible employees have an unpaid parental leave entitlement of 12 months minus paid parental leave entitlements outlined in clause 40.3.

**40.4.2** Other unpaid parental leave entitlements are:

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(a) **Flexible parental leave** - Employees with a parental leave entitlement as outlined in Clauses 40.2.1 and 40.2.2 may take 30 days of their unpaid entitlement in a flexible manner within 24 months of a child's birth or placement. This leave can be taken in either a single continuous period or over separate periods of one or more days and may occur after their return to the workplace.

i. If an employee wishes to take flexible unpaid parental leave they are required to request the leave at the same time they give notice of their continuous parental leave or at least 10 weeks before the start of their parental leave.

### 40.5 Parental leave and other entitlements

An employee may in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave.

### 40.6 Notification to take parental leave

At a time not less than 10 weeks prior to the expected date of birth or placement of the child, the employee must provide notice of the expected date of commencement of parental leave and any other concurrent leave by submitting a leave application form. Menzies may request a statutory declaration or medical evidence regarding the birth or placement of a child, or where appropriate, the employee's legal responsibility for the child.

### 40.7 Summary of entitlements

Leave type	Leave entitlement for eligible employees	Leave commencement
<b>Parental leave</b>	52 weeks (comprising of both unpaid leave and Paid Primary Carer leave or Adoption, Long term foster carer leave as outlined in clauses 40.3.1 and 40.3.3) and up to 104 weeks in total where approved.	The entitlement to parental leave may commence up to 6 weeks before the expected date of birth of the child (for birthing employees) and within 12 months from the date of birth or placement of the child provided that the employee will undertake a role of primary caregiver of the child.
<b>Paid Primary Carer Leave</b>	<b>Sixteen (16) consecutive weeks</b> leave at full pay or;  <b>Thirty-two (32) consecutive weeks</b> leave at half pay or  <b>Flexibly</b> , employees may elect to take their paid parental leave entitlement in a flexible arrangement <i>within</i> the 12 months parental leave period outlined in clause 40.2.1	To be paid <b>within</b> the 12-month parental leave period outlined in clause 40.2.1
<b>Partner Leave</b>	<b>Two (2) weeks</b> paid leave	To be taken within the first 12 months after the birth or placement of a child
<b>Adoption, Long Term Foster Care Leave</b>	For children less than five (5) years old:  <b>14 weeks</b> paid leave for the primary carer of the child  <b>2-week</b> paid leave for a non-primary carer  For children aged five (5) years and older:  <b>7 weeks</b> paid leave for the primary carer of the child	To be taken within the first 12 months after the birth or placement of a child or 1 week prior to placement.

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	<b>1-week</b> paid leave for a non-primary carer	
<b>Special parental Leave</b>	8 weeks Primary Care Giver leave, where a pregnancy terminates after 12 weeks, other than by the birth of a living child	When required

**40.8 Shared Parental Leave arrangements for employee couples**

Where both parents are Menzies Employees and are sharing the primary care of the child between them, they are able to share their entitlements under this clause provided that the overall entitlement does not exceed that of one (1) Primary Care Giver and one (1) Partner.

**40.9 Commencement of leave**

40.9.1 Primary care giver leave may commence up to 6 weeks before the expected date of birth of the child (for birthing employees) or within 12 months from the date of birth or placement of the child provided that the employee will undertake a role as primary caregiver of the child on the provision:

- i. An employee takes no more than 8 weeks of parental leave at the same time as their partner;
- ii. The total time an employee and their partner take as parental leave is 24 months between them.

40.9.2 A pregnant employee who is entitled to leave and who continues to work during the period of 6 weeks prior to the expected birth of the child may be required to provide the employer with a certificate from a registered medical practitioner stating that the employee is fit for work.

40.9.3 In the event that an employee does not provide Menzies with a medical certificate when requested as outlined in clause 40.9.2 or if the certificate provided outlines that an employee is not fit for work at all, Menzies may require the employee to take a period of parental leave. This period of leave will count as a part of the employee’s total parental leave outlined in clause 40.2.1. In the event that this occurs, employees will be permitted to commence paid parental leave entitlements earlier than previously requested if they wish to do so.

**40.10 Extending or changing the period of leave**

40.10.1 An employee shall be entitled to extend the period of parental leave outlined in clause 40.2.1 and 40.2.2 provided that the employee provides written notice of 8 weeks, where possible, or a minimum of 4 weeks to Menzies and the total period of leave is not in excess of the unpaid 52-week parental leave entitlement.

40.10.2 An employee who is the primary caregiver of the child, may request a further period of unpaid parental leave of up to 52 weeks taking the total leave to 104 weeks. The request must be made at least 4 weeks prior to the end of the original parental leave period but may be refused only on reasonable business grounds. Menzies must give the employee a written response within 21 days stating whether or not the extension of leave is approved and include details of the reasons if the extension is refused. Disputes about requests for extensions to unpaid parental leave may be dealt with under the Dispute resolution provisions of this Agreement and/or under Section 76B of the Act.

40.10.3 A request to reduce the period of leave originally specified or to return to a role with different terms and conditions shall be subject to approval by Menzies. Requests shall be made at least 4 weeks prior to the proposed date of return, or preferably 8 weeks. Menzies may refuse a request on reasonable business grounds which may include the consideration of backfill

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arrangements that Menzies has in place to cover the employee's original period of absence.

40.10.4 Primary care giver leave applied for but not commenced shall be cancelled where the pregnancy of an employee terminates other than by the birth of a living child, however, special parental leave may then apply.

40.10.5 The employee has a right to return to work early from parental leave due to the death or still birth of their child. In such circumstances notice of return to work will be a minimum of 4 weeks.

40.10.6 In circumstances where an employee's child has to remain in hospital after birth or is hospitalised immediately after birth, an employee may request to put their unpaid parental leave on hold. The employee can then resume their period of parental leave as outlined in clause 40.2.1 at the earliest of:

- (a) a time agreed with Menzies
- (b) the end of the day when the child is discharged from the hospital or
- (c) if the child dies

### **40.11 Alternative working arrangements during pregnancy**

An Employee will be transferred to an appropriate safe job where medical evidence is provided that indicates continuing to work in the Employee's current job creates a risk to the Employee's wellbeing. No loss of remuneration will occur while working in the safe job. Where there is no safe position available then the employee will be paid their normal rate of pay until the commencement of parental leave or unpaid leave in the case of casual employees.

### **40.12 Return to work**

40.12.1 An employee shall confirm their intention to return to work by providing written notice to Human Resources not less than 8 weeks prior to the expiration of the period of leave granted.

40.12.2 An employee returning to duty after working a reduced time fraction because of the pregnancy shall be entitled to return to the position and time fraction held immediately prior to working part-time.

40.12.3 Menzies will reasonably consider any request by an employee returning from parental leave to return to work on a part time basis. Employees should discuss their intentions with their supervisor and Human Resources as soon as possible.

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### **40.13 Support for breastfeeding mothers**

40.13.1 Menzies is committed to fostering a supportive work environment for employees who choose to breastfeed by:

- (a) Providing lactation breaks during work hours
- (b) Supporting access to flexible work options and
- (c) Seeking to eliminate any unlawful direct and/or indirect discrimination on the grounds of breastfeeding.
- (d) Providing, where reasonably practicable, access to a clean, private space with a refrigerator and sink.

40.13.2 What is meant by a lactation break?

A Lactation break is for breastfeeding, expressing milk or other activity necessary to assist with the act of breastfeeding or expressing milk.

40.13.3 Taking lactation breaks?

- (a) A full time or part time employee working more than 4 hours per day is entitled to two paid lactation breaks per day. A part time employee working 4 hours or less on any one day is entitled to one paid lactation break. This is in addition to meal and rest breaks. Lactation breaks can be taken by mutual agreement between an employee and their manager.
- (b) Employees wishing to access lactation breaks during working hours are expected to communicate with their immediate supervisor about their requirement.

### **40.14 Keeping in touch days**

40.14.1 An employee who is on unpaid parental leave as outlined in clause 40.4.1, may request to undertake work for up to 10 days for "keeping in touch" with their employment, to enable them to remain connected to their workplace and assist in a transition back into the workplace.

40.14.2 An employee may request a keeping in touch day while on unpaid parental leave no sooner than 14 days after the birth, or day of placement of the child.

40.14.3 In some circumstances Menzies may request that the keeping in touch day occurs no sooner than 42 days, after the birth, or day of placement of the child. An employee may decline Menzies request for a keeping in touch day to occur.

40.14.4 The employee will be paid their usual rate of pay for working on the keeping in touch day.

40.14.5 Keeping in touch days will not alter the cessation date of an employee's parental leave.

40.14.6 Whilst an employee's keeping in touch days do not accrue, in the event that an employee who has utilised their keeping in touch day entitlement extends their period of unpaid parental leave as outlined in clause 40.10.2, an employee will be entitled to access another 10 day keeping in touch day entitlement across the extended period of leave.

## 41. COMMUNITY SERVICE LEAVE

- 41.1 Employees will be entitled to community service leave (jury service, blood donor, emergency service, and court or tribunal appearances) as detailed in this clause 41. Such leave is not cumulative from year to year and shall not be paid out on cessation of employment.
- 41.2 The entitlement to community service leave as described in this clause applies to full time employees. Part time employees will have a pro rata equivalent entitlement. Casual employees have the same entitlement but it will be unpaid leave.
- 41.3 Should an employee require leave in excess of the entitlements set out in this clause, Menzies may, at its discretion and upon approval of the Director of Menzies, approve such further leaves as:
- (a) up to 5 days of paid personal/carer's leave with such leave being taken from any available accrued leave of the employee;
  - (b) paid annual leave with such leave being taken from any available accrued leave of the employee;
  - (c) leave without pay (which will normally only be approved after all other forms of leave accruals have been exhausted however an employee with exceptional circumstances may apply to the Director to take leave without pay prior to taking other forms of leave).

### 41.4 Jury Service

- 41.4.1 The Director may release an employee, who produces proof of being summoned as a juror, without deduction from pay or leave credits. An employee, who is on paid leave and is summoned as a juror, may have a period equal to the time required to attend as a juror credited to the employee's leave entitlement.
- 41.4.2 The employee will be required to reimburse Menzies to the extent of any fees received in respect of attendance as a juror.

### 41.5 Blood Donor Leave

- 41.5.1 Subject to the requirements in this clause, an employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 41.5.2 An employee taking leave in accordance with clause 41.5.1 shall arrange for their absence to be on a day suitable to Menzies and endeavour to ensure that such leave is as close as possible to the beginning or ending of their ordinary working hours.
- 41.5.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance shall first be furnished to the satisfaction of Menzies.
- 41.5.4 The employee shall notify Menzies as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

### 41.6 Emergency Services

The Director shall grant an employee up to 10 days paid emergency services leave with pay (per annum):

- 41.6.1 For firefighting for the duration of emergency assistance to a recognised firefighting authority, or during immediate danger from fire to the employee's own home or those of relatives;



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- 41.6.2 For a declared emergency where the employee is a member of a recognised emergency management body;
- 41.6.3 If the employee requires or requests further leave it shall be on an unpaid basis.

### **41.7 Court or Tribunal Appearance**

An employee who is subpoenaed to appear as a witness in a court or tribunal proceeding or who is required to give evidence on matters directly related to the employment of the employee, will be entitled to leave on full pay for the period of such appearance.

## **42. STUDY LEAVE**

- 42.1 Entitlements in relation to leave characterised as Study, Courses/Training and Sabbatical will remain as set out in Menzies policies.
- 42.2 Menzies accepts that the process and criteria for granting access to the various forms of study leave must be transparent. It is therefore accepted an employee who is aggrieved by a decision to reject an application may seek to have the decision reviewed in accordance with the Dispute Settlement Procedures.

## **43. LONG SERVICE LEAVE**

- 43.1 Employees are entitled to long service leave in accordance with the provisions of the Long Service Leave Act (NT).
- 43.2 The rate of pay for long service leave and the definition of continuous service will be as prescribed by the Long Service Leave Act (NT)
- 43.3 In addition to the provisions of that Act:
  - (a) For the purposes of clause 43.3(b), "Immediately, preceding, relevant employer" means an employer prior to Menzies with whom the employee had at least 5 years of continuous employment and where the break in the continuity of service from that employment and employment with Menzies is not more than 2 months.
  - (b) Employees with an aggregate of 10 years continuous service with Menzies and an immediately, preceding, relevant employer will be entitled to take available pro-rata long service leave. That pro-rata long service leave payment by Menzies will be limited to the amount attributable to each full year of continuous service with Menzies unless an additional entitlement has been agreed in terms of sub-clauses 43.11, 43.12 and 43.13.
- 43.4 After completing the first ten years of service, employees will accrue and have access to long service leave at the rate of 1.3 weeks per completed year of continuous service.

Staff are expected to take all available accrued long service leave within 3 years of becoming eligible unless they have indicated in writing their intention to retire within the next 24 months. If this is not possible staff should seek approval from the Director to take leave at another suitable time.

The Director may request that the employee take all available accrued Long Service Leave within 3 years of becoming eligible.

- 43.5 Employees may, with the approval of the Director or their delegate, acquit accrued leave at half pay for twice the amount of leave or double pay for half the amount of leave.

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- 43.6 Employees with 7 years continuous eligible service may, with the approval of the Director or their delegate, take long service leave on a day basis.
- 43.7 Employees who provide a doctor's certificate documenting that they would have been unfit for duty through illness or injury during a period of long service leave will be entitled to have:
- (a) that period offset against any available personal/carer's leave, and
  - (b) the corresponding amount of personal/carer's leave re-credited to their long service leave accrual.
- 43.8 Certain employees, who have transferred from the Northern Territory Public Service may be entitled to long service leave and portability of accruals in terms of the Public-Sector Employment and Management Act 1993 and agreements with the Department that they transferred from. Each employee, who is in this situation, will be issued with an instrument under the Director's signature, setting out the conditions applicable to each respective arrangement.

### Payment on Resignation or Termination - Less than 10 Years' Service

- 43.9 Employees with 7 years continuous service with Menzies will be entitled to payment of pro-rata long service leave on resignation or termination of employment.
- 43.10 Employees with an aggregate of 7 years continuous service with Menzies and an immediately, preceding, relevant employer will be entitled to payment of pro-rata long service leave on resignation or termination of employment. That pro-rata long service leave payment by Menzies will be limited to the amount attributable to each full year of continuous service with Menzies unless an additional entitlement has been agreed in terms of sub-clauses 43.11 to 43.13 minus any leave that has been taken under clauses 43.14 to 43.17.

### Recognition of Prior Service

- 43.11 As a controlled entity of the Charles Darwin University prior service with Charles Darwin University will be recognised (upon application) by Menzies noting provisions in 43.3
- 43.12 Staff members with recognised service for long service leave purposes from Charles Darwin University cannot take their accrued long service leave until they have completed 3 years of service with Menzies and have a total of 10 years of continuous service. This does not affect the staff member's right to payment in lieu of long service leave on resignation of employment.
- 43.13 Prior service recognition is applied only to the qualifying period for accessing Long Service Leave. Prior service is recognised in the value of the entitlement only to the extent that the prior employer has transferred finances from that institution to Menzies, to be credited to the entitlement.

### Accelerated Long Service Leave (ALSL)

- 43.14 Menzies employees will have access to ALSL upon the completion of 7 years of continuous service.
- 43.15 ALSL can be taken in the same manner as long service leave and detailed in the Long Service Leave Act (NT)
- 43.16 Employees who elect to access the full entitlement of ALSL will be required to complete 10 years of continuous service prior to being approved for further LSL or ALSL
- 43.17 On approval by the Director or their delegate, ALSL can be taken at half pay or full pay.

#### 44. PUBLIC HOLIDAYS

- 44.1 All employees will be entitled to 'public holidays' as published by each State and Territory Government in which the employee is based at the time the public holiday occurs, without deduction of ordinary time pay.
- 44.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- 44.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 44.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 44.5 The dates of public holidays will be advised by Menzies each year and circulated to all staff.
- 44.6 Where a public holiday falls due while an employee is acting in a higher position, payment for the holiday will be made at the higher position rate.
- 44.7 Substitution of public holidays
  - (a) Menzies and an employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES
  - (b) Menzies and an employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES

#### 45. DEFENCE RESERVE SERVICES LEAVE

- 45.1 Subject to operational requirements, statutory obligations and provision of satisfactory documentary evidence of requirement to attend, the Director may release an employee who is called out on Defence Reserve Service.
- 45.2 Approved Defence Reserve Services leave will not break the continuity of service and, unless otherwise advised in writing, will count as service for the purpose of leave accrual for all purposes of this Agreement.
- 45.3 Menzies will make up the difference between Defence Reserve Services pay and the employee's usual pay and superannuation contributions in respect of periods for which it is paid an Employer Support Payment.

Note: Menzies may receive an Employer Support Payment (ESP) from the Defence Force to offset the costs of releasing the employee on Defence Reserve Activities when the employee takes Defence Services Leave Without Pay from Menzies for the period of Defence Services Activity. If the employee receives Defence Reserve Services pay which is less than the amount they would normally receive as salary from Menzies, and Menzies receives an Employer Support Payment from the Defence Force, Menzies will pay the employee an allowance to make up the difference between Defence Reserve Services pay and the usual Menzies salary (and superannuation) received.

Defence Reserve Personnel should note that for Menzies to be eligible to receive an Employer Support Payment:

- (a) The employee's period of Defence Reserve Service must be a minimum of 5 consecutive days,
- (b) The employee must have served a qualifying period of 14 days' Defence Reserve Service (in a single period or blocks of 5 consecutive days or longer) in the current financial year. The Defence Force does not make ESPs for the first 14 days served. Menzies only receives ESPs,

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and therefore the employee only receives the top up allowance, in respect of periods of service beyond 14 days per annum.

- (c) ESPs do not apply to periods of Defence Service when the employee uses paid leave from Menzies.

45.4 Casual employees are entitled to unpaid Defence Reserve Services leave.

## **46. GENDER AFFIRMATION LEAVE**

46.1 Menzies encourages a culture that is supportive of transgender and gender diverse Employees and recognizes the importance of providing a safe environment for Employees undertaking gender affirmation. Gender Affirmation– means the personal process or processes a trans or gender diverse person determines is right for them to live as their defined gender and so that society recognizes this. Gender affirmation may involve social, medical, and/or legal steps that affirm a person's gender.

46.2 Employees may give effect to their affirmation in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.

46.3 During the first year of operation of this Agreement Menzies will implement initiatives to support the implementation of this clause, including diversity and inclusion training for all staff.

### Amount of gender affirmation leave:

46.4 An Employee (other than a Casual Employee) who commences living as a member of another gender is entitled Gender Affirmation Leave for the purpose of supporting the Employee's affirmation. Gender affirmation Leave will comprise:

- (a) up to 2 weeks (10 days paid leave per annum for essential and necessary gender affirmation procedures, and
- (b) In addition to any paid leave, Employees are eligible to access unpaid leave. An Employee who is entitled to unpaid Gender Affirmation Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.

46.5 The Gender Affirmation Leave entitlements outlined in clause 46.4 are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender.

46.6 Essential gender affirmation procedures may include:

- (a) medical or psychological appointments, or
- (b) hormonal appointments, or
- (c) surgery and associated appointments, or
- (d) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation, or
- (e) any other similar necessary appointment or procedure or activity to give effect to the Employee's affirmation as agreed with the Employer.

46.7 Gender Affirmation Leave may be taken as consecutive, single or part days as agreed with the Employer.

46.8 Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

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### **46.9 Gender Affirmation Leave – Casual employees**

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender affirmation purposes.

#### **Notice and evidence requirements**

46.10 An Employee seeking to access Gender Affirmation Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.

46.11 An Employee seeking to access Gender Affirmation Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a registered practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

#### **Employee Support at Work**

46.12 An Employee may make reasonable requests for changes to hours of work, other appropriate flexible working arrangements, changes to names and/or email addresses and other reasonable support to assist the Employee and their co-workers to affirmation/co-affirmation.

46.13 Menzies will not tolerate discrimination or harassment based on gender identity.

## **47. CULTURAL LEAVE**

47.1 An employee who is able to establish to the satisfaction of the Director that they have a pressing need for leave to attend or participate in activities arising out of cultural and/or religious obligations will be entitled to up to 5 days of paid cultural leave per calendar year. Applications should be made via Human Resources.

47.2 The parties to the Agreement recognise the additional obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and meet cultural obligations.

47.3 Cultural leave may be taken as a single day, multiple days or a part day absence. Cultural leave is not cumulative from year to year.

47.4 Additional unpaid cultural leave may also be approved by the Director in special circumstances, such as but not limited to, an Employee having to travel to a remote community, overseas or interstate to fulfill a cultural leave obligation.

47.5 Unused Cultural leave will not accumulate.

47.6 Casual employees are entitled to unpaid cultural leave.

## **48. EMERGENCY LEAVE**

The Director may grant an employee up to 3 days paid emergency leave per year to deal with an emergency where there is sufficient cause. For the purposes of this subclause "sufficient cause means an emergency of which the employee could not reasonably be expected to have prior knowledge and with material consequences that could be averted by a leave of absence.

## 49. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 49.1 Menzies recognises that employees experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. For the purposes of this clause, family and domestic violence remedying activities that may require time off, include but are not limited to:
- (a) Seeking safe accommodation;
  - (b) Attending medical appointments;
  - (c) Attending counselling appointments;
  - (d) Attending court hearings;
  - (e) Accessing legal advice;
  - (f) Attending to police related matters; and/or
  - (g) Organising alternative care or education for children;
  - (h) Any other activities or obligations related to domestic violence.
- 49.2 Employees, including casual employees, experiencing family and domestic violence have access to the following entitlements under this Agreement:
- (a) paid leave of up to 15 days per year
  - (b) flexible working arrangements, including changes to working times consistent with the needs of the work unit
  - (c) to access free confidential counselling services provided by Menzies through its Employee Assistance Program available to all staff
- 49.3 The entitlement to paid leave for a casual employee shall be interpreted and applied as per the Act, excepting that the amount of paid leave available will be up to 15 days per annum.
- 49.4 Employees seeking time off work for remedying activities should notify Menzies as soon as is reasonably practicable of the need for time off work. Menzies recognises that notifying a supervisor in a timely manner of the need for time off work may be difficult in the circumstances. Employees will be protected from adverse action in respect of any absence from work by reason of family and domestic violence. Applications for leave will be dealt with confidentially and sensitively and may be sent directly by the employee to the Manager Human Resources.
- 49.5 Menzies will approve any reasonable request for the employee to change:
- (a) hours or patterns of work;
  - (b) duties;
  - (c) telephone number or email address; or
  - (d) any appropriate measures as may be agreed
- 49.6 Menzies may require proof of domestic violence which can be presented in the form of an agreed document issued by the Police service, a court, a medical practitioner, a domestic violence support service or lawyer or a counselling professional.
- 49.7 Paid leave is in addition to other forms of leave and is nonaccrual. Paid leave may be taken as:
- (a) a continuous period;
  - (b) a single period of one day;
  - (c) any separate period/s or less than one day as agreed with the supervisor.
- 49.8 An Employee, including a casual Employee, who has exhausted all leave under this clause may make application to the Director for further paid or unpaid leave to be granted.
- 49.9 In consultation with the employee consideration should be given to the development and implementation of a personal safety plan.

## **50. LEAVE WITHOUT PAY**

An employee may elect with the consent of Menzies, to take unpaid leave for the purpose of providing care to a family member who is ill. Leave without pay will normally only be approved after all other forms of relevant leave accruals have been taken, however a staff member with exceptional circumstances may apply to the Director to take leave without pay prior to taking other forms of leave credit.

## **51. SPECIAL LEAVE**

When required, the Director may approve an employee taking paid or unpaid special leave in circumstances relating to:

- (a) A pandemic being declared by a Chief Health Officer.
- (b) A significant natural disaster or declared emergency
- (c) A life-threatening illness to an employee or a member of their immediate family

## **52. LEAVE DISPUTES**

In the event of any dispute arising in connection with any part of this clause, such dispute will be processed in accordance with the dispute settlement provisions at clause 7.

## PART G OTHER MATTERS

### 53. UNION RIGHTS

- 53.1 For the purpose of carrying out Union business in relation to the matters included in this Agreement, Menzies will provide the Union's with access to campus notice board for posting authorised notices.
- 53.2 The Unions party to this Agreement may hold meetings of members and Employees at their place of employment at a time that will not unduly interfere with Menzies' business and the Employee's duties. This may include the use of video and teleconferencing facilities.
- 53.3 The parties to this agreement acknowledge the value in employees having the training and skills to support effective workplace consultation, harmonious employee relations and the ability to support effective employee participation in the Joint Consultative Committee and future enterprise bargaining discussions. To this end a Union delegate may be granted leave of absence on full pay for up to four (4) working days in any one (1) calendar year for the purpose of attending courses or seminars for the purposes of industrial relations training. Leave granted for these courses or seminars will count as service for all purposes.
- 53.4 Menzies will provide for the deduction of Union dues from salary at a rate or amount advised from time to time as payable under the Unions rules, where this has been authorised by an Employee. The Employee or the Union is entitled to cancel this arrangement by advice in writing to payroll.
- 53.5 There is no charge to the Employee or Union for the payroll deduction in subclause 53.4.

### 54. WORKLOADS FRAMEWORK

- 54.1 These principles apply to all Employees.
- (a) Menzies is committed to:
- (i) a fair level and distribution of workload for Employees recognising the diversity of research and other organisational activity at Menzies and its commitment to quality and excellence in all work performed.
  - (ii) providing an opportunity for Employees to be involved in the process of workload allocation; and
  - (iii) a transparent process of work allocation that is supported by employees in the work unit; and
  - (iv) minimising as far as practicable the risk of work-related injury or illness including work-related stress and to have due consideration of the Employee's caring needs and responsibilities.
- 54.2 An employee's workload will be determined on a fair, transparent and consultative basis taking into consideration:
- (a) the level of appointment and time fraction.
  - (b) the work currently being performed by the employee. Where the work currently being performed does not align with the key responsibilities in the Position Description a review of the employee's position description will take place in consultation with the employee. the need to establish a career if they are an early career academic member of staff.
  - (c) the importance of maintaining an appropriate balance between work and family life.
  - (d) Reasonable objectives and performance targets established in consultation with the employee.
  - (e) their strengths in relation to their discipline or work area.
  - (f) an appropriate work/life balance.



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### **54.3 Academic Teaching Context at Menzies:**

To fill the required specialised, multi-disciplinary teaching positions in Menzies postgraduate public health and health research courses, Menzies Education team needs to employ both teaching focused, and research focused academic staff. The majority of the work for teaching focused staff consists of teaching and related duties. Alternatively, a contract may be offered to a researcher employed by Menzies for a partial teaching load which may vary from 0.2 to 0.5 EFT. In order to provide quality educational experiences in specialised areas that cannot be covered by Menzies staff, casual lecturers may also be engaged.

### **54.4 Allocation of Teaching Workload - Teaching Focused Academics:**

- (a) A teaching focused academic will be allocated a workload (up to a maximum total of 100%) of:
  - (i) Teaching delivery and teaching related Duties within a range of 50% to 70% of available work hours, depending on the mix of scholarship required for teaching and other academic duties.
  - (ii) Scholarship (such as writing textbook chapters) or Research within a range of 10% to 30% of available work hours, and
  - (iii) Administration, professional activity and/or governance, planning activities and stakeholder engagement for 20-30% of available work hours.
- (b) Attendance in the classroom and online delivery will not comprise more than an average of 20 hours per week.
- (c) The Associate Dean Teaching & Learning at Menzies will determine the workload after consultation with the Employee/s.

### **54.5 Allocation of Teaching Workload - Research Focused Academics**

- (a) A research focused academic will be primarily employed to conduct research in another Division but may be expected to, or elect to, undertake some teaching delivery and teaching related duties in their area of expertise.
- (b) A research focused academic may have between 10% to 50% of their available work hours allocated to teaching delivery and teaching related duties.
- (c) The Associate Dean Teaching & Learning at Menzies will consult with research focussed academics and the relevant Division Head where research staff expertise is required to cover specialist units. After identification of the potential availability the Head of Division shall consult the employee about the hours that they can be released for teaching and teaching-related duties based on a consideration of demonstrated research outputs, plan of research activities and planned outcomes.

### **54.6 Review of Staff Workload**

- (a) An employee who is dissatisfied with their workload allocation on the grounds that it has not been made in accordance with the provision of this clause, may seek a review by their Supervisor. The supervisor review should be requested in writing by an employee. This request may be via email.
- (b) The Supervisor's decision and actions to be taken, if any, will be communicated in writing back to the employee within 15 working days.
- (c) If the employee is not satisfied with the outcome of action taken under subclause 54.6(b) above, then they may seek a review by the Division Head. A review request will be set out in writing, be particularised and state the outcome being sought.
- (d) The Division Head will consider the request against the provisions of this clause and provide written feedback within twenty (20) working days.

## SCHEDULE A - RESEARCH/ ACADEMIC CLASSIFICATIONS - ANNUAL SALARY RATES

LEVEL	STEP	CURRENT RATE (30/09/21) per annum	PROPOSED RATE (1/1/23) +4%	PROPOSED RATE (1/1/24) +3.5%	PROPOSED RATE (1/1/25) +3.2%
LEVEL A	RA1	\$ 71,647.00	\$ 74,513.00	\$ 77,121.00	\$ 79,589.00
	RA2	\$ 75,277.00	\$ 78,289.00	\$ 81,030.00	\$ 83,623.00
	RA3	\$ 78,906.00	\$ 82,063.00	\$ 84,936.00	\$ 87,654.00
	RA4	\$ 82,537.00	\$ 85,839.00	\$ 88,844.00	\$ 91,688.00
	RA5	\$ 85,487.00	\$ 88,907.00	\$ 92,019.00	\$ 94,964.00
	RA6,RO1	\$ 88,433.00	\$ 91,971.00	\$ 95,190.00	\$ 98,237.00
	RA7,RO2	\$ 91,384.00	\$ 95,040.00	\$ 98,367.00	\$ 101,515.00
	RA8,RO3	\$ 94,329.00	\$ 98,103.00	\$ 101,537.00	\$ 104,787.00
LEVEL B	SRO1	\$ 98,868.00	\$ 102,823.00	\$ 106,422.00	\$ 109,828.00
	SRO2	\$ 102,273.00	\$ 106,364.00	\$ 110,087.00	\$ 113,610.00
	SRO3	\$ 105,676.00	\$ 109,904.00	\$ 113,751.00	\$ 117,392.00
	SRO4,RF1	\$ 109,077.00	\$ 113,441.00	\$ 117,412.00	\$ 121,170.00
	SRO5,RF2	\$ 112,481.00	\$ 116,981.00	\$ 121,076.00	\$ 124,951.00
	SRO6,RF3	\$ 115,887.00	\$ 120,523.00	\$ 124,742.00	\$ 128,734.00
LEVEL C	SRF1	\$ 119,285.00	\$ 124,057.00	\$ 128,399.00	\$ 132,508.00
	SRF2	\$ 122,691.00	\$ 127,599.00	\$ 132,065.00	\$ 136,292.00
	SRF3	\$ 126,093.00	\$ 131,137.00	\$ 135,727.00	\$ 140,071.00
	SRF4	\$ 129,497.00	\$ 134,677.00	\$ 139,391.00	\$ 143,852.00
	SRF5	\$ 132,897.00	\$ 138,213.00	\$ 143,051.00	\$ 147,629.00
	SRF6	\$ 136,302.00	\$ 141,755.00	\$ 146,717.00	\$ 151,412.00
LEVEL D	PRF 1	\$ 141,976.00	\$ 147,656.00	\$ 152,824.00	\$ 157,715.00
	PRF 2	\$ 146,510.00	\$ 152,371.00	\$ 157,704.00	\$ 162,751.00
	PRF 3	\$ 151,047.00	\$ 157,089.00	\$ 162,588.00	\$ 167,791.00
	PRF 4	\$ 155,582.00	\$ 161,806.00	\$ 167,470.00	\$ 172,830.00
LEVEL E	SPRF	\$ 180,538.00	\$ 187,760.00	\$ 194,332.00	\$ 200,551.00

**Entry Level:**

Bachelor Degree (e.g. B.Arts, B.Sc) – RA1

Hons (e.g. B.Sc (Hons) – RA2

Masters (e.g. M.Sc) – RA3

PhD – RA6/RO1

Clinical loading	CURRENT RATE (30/09/21) per annum	PROPOSED RATE (1/1/23) +4%	PROPOSED RATE (1/1/24) +3.5%	PROPOSED RATE (1/1/25) +3.2%
Full	\$ 28,656.70	\$ 29,803.00	\$ 30,847.00	\$ 31,835.00
Half	\$ 14,328.35	\$ 14,901.50	\$ 15,423.50	\$ 15,917.50
Dental	\$ 14,328.35	\$ 14,901.50	\$ 15,423.50	\$ 15,917.50

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**SCHEDULE A.1 - Casual Academic Teaching Salary Rates:**

1) Menzies must pay **Casual Academic Teaching rates** as follows:

	<b>Casual hourly rate (including casual loading)</b>			
	<b>Current</b>	<b>1 Jan 2023</b>	<b>1 Jan 2024</b>	<b>1 Jan 2025</b>
<b>Lecturing</b>				
Basic lecture (1 hour of delivery and 2 hours associated working time)	\$ 200.69	\$ 208.72	\$ 216.03	\$ 222.94
Developed lecture (1 hour of delivery and 3 hours associated working time)	\$ 267.59	\$ 278.29	\$ 288.04	\$ 297.25
Specialised lecture (1 hour of delivery and 4 hours associated working time)	\$ 334.49	\$ 347.87	\$ 360.04	\$ 371.57
Repeat lecture (1 hour of delivery and 1 hour associated working time)	\$ 133.80	\$ 139.15	\$ 144.02	\$ 148.63
<b>Tutoring</b>				
Tutorial (1 hour of delivery and 2 hours associated working time)	\$ 147.72	\$ 153.63	\$ 159.01	\$ 164.10
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	\$ 98.48	\$ 102.42	\$ 106.00	\$ 109.40
Tutorial (1 hour of delivery and 2 hours associated working time) (where academic holds a relevant doctoral qualification)	\$ 173.53	\$ 180.48	\$ 186.79	\$ 192.77
Repeat tutorial (1 hour of delivery and 1 hour associated working time) (where academic holds a relevant doctoral qualification)	\$ 115.69	\$ 120.32	\$ 124.53	\$ 128.52
<b>Marking rate</b>				
Standard marking	\$ 49.24	\$ 51.21	\$ 53.00	\$ 54.70
Standard marking (where academic holds a relevant doctoral qualification)	\$ 57.84	\$ 60.16	\$ 62.26	\$ 64.26
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status	\$ 66.90	\$ 69.57	\$ 72.01	\$ 74.31
<b>Other required academic activity</b>				
If academic does not hold a relevant doctoral qualification or perform full subject coordination duties	\$ 49.24	\$ 51.21	\$ 53.00	\$ 54.70
If academic holds a relevant doctoral qualification or performs full subject coordination duties	\$ 57.84	\$ 60.16	\$ 62.26	\$ 64.26

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### 2) Casual academic teaching rate:

Rate 1	\$ 66.90	\$ 69.57	\$ 72.01	\$ 74.31
Rate 2	\$ 57.84	\$ 60.16	\$ 62.26	\$ 64.26
Rate 3	\$ 49.24	\$ 51.21	\$ 53.00	\$ 54.70

*The casual hourly rate is calculated by dividing the annual salary by 26, the fortnightly salary amount is then divided by 73.5 to obtain the hourly rate which is then multiplied by 1.25 for the casual loading.*

### 3) Formulae

The minimum salary paid to academic teaching staff employed on a casual basis will be at the rates provided for in 1) above. These rates are derived from 3 base rates calculated using the following formulae:

#### (d) Rate 1 - Lecturing and higher marking rate

The base rate applicable to lecturing or for purposes of the higher marking rate is Academic Level B, Step 2 (SRO2).

#### (ii) Rate 2 - applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification

The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is Academic Level A Step 6 (RA6, RO1).

#### (iii) Rate 3 applicable to all other duties

The base rate applicable to all other duties including tutoring and marking rates not covered above is Level A, Step2 (RA2).

### 4) Lecturing

- a) A casual Employee required to deliver a lecture of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation, marking performed in the lecture and student consultation shall be paid at the Lecturing rate, according to the following table.

Basic lecture	One (1) hour of delivery and two (2) hours associated working time
Developed lecture	One (1) hour delivery and three (3) hours associated working time
Specialised lecture	One (1) hour delivery and four (4) hours associated working time
Repeat lecture	One (1) hour of delivery and one (1) hour associated working time

- b) 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, any marking performed in the lecture and student consultation.
- c) For the purposes of this clause, the term "lecture" means any education delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

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### 5) Tutoring

- a) A casual 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, marking performed in the tutorial and student consultation, shall be paid at the Tutoring Rate or the Tutoring PhD Rate according to the following table.

Tutorial	One (1) hour of delivery and two (2) hours associated working time
Repeat tutorial	One (1) hour of delivery and one (1) hour associated working time
Tutorial PhD	One (1) hour of delivery and two (2) hours associated working time
Repeat tutorial PhD	One (1) hour of delivery and one (1) hour associated working time

- b) 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, any marking performed in the tutorial and student consultation.
- c) For the purposes of this subclause, 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.

## **SCHEDULE B - RESEARCH/ACADEMIC - CLASSIFICATION DESCRIPTORS**

### **LEVEL A**

#### **General Standard**

A Level A Research/ Academic staff member will work with support and guidance from more senior academic/ research/ teaching staff and is expected to develop their expertise in Research/ Academic/ Teaching work with an increasing degree of autonomy. A Research only academic is expected to contribute towards the research effort of the institution and to develop their research expertise through the pursuit of defined projects relevant to the particular field of research.

A Level A Academic Teaching staff member with a teaching focus or undertaking some teaching at Menzies will normally contribute to teaching at a level appropriate to the qualifications, skills and experience of the Employee

#### **Specific duties**

Specific duties required of a Level A research-only academic may include:

The conduct of research under limited supervision either as a member of a team or, where appropriate, independently, and the production or contribution to the production of conference and seminar papers and publications from that research.

Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.

Limited administrative functions primarily connected with the area of research of the academic.

Development of a limited amount of research related material for teaching or other purposes with appropriate guidance from other staff.

Occasional contributions to teaching in relation to his/her research project(s).

Experimental design and operation of advanced laboratory and technical equipment or conduct of advanced research procedures.

Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or at departmental and/or faculty meetings and/or membership of a limited number of committees.

Advice within the field of the staff member's research to postgraduate students.

A Level A research-only academic will work with support, guidance and/or direction from staff classified at Level Band above and with an increasing degree of autonomy as the research academic gains in skill and experience.

A level A teaching focused position will work with support, guidance and/or direction from staff classified at Level B and above and they will undertake teaching delivery of post graduate education course materials and associated course assessment and marking activities for students, the provision of Academic support to students and complete student administration tasks as required.

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### **Skill Base**

A Level A research-only academic will normally have completed four years of tertiary study in the relevant discipline or have equivalent qualifications or research experience. In many cases a position at this level will require an honours degree or higher qualifications or equivalent research experience. Research experience may have contributed to or resulted in publications, conference papers, reports or professional or technical contributions, which give evidence of research potential. For teaching roles relevant work experience post qualifications in a field of work directly related to a teaching delivery area is highly regarded, for example in Public Health.

## **LEVEL B**

### **General Standard**

A Level B research/ academic staff member is expected to carry out independent and/or team research within the field in which they are appointed and to carry out activities to develop their research expertise relevant to the particular field of research.

A Level B Academic with a teaching focus is expected to be able to provide education leadership in course/curriculum development and undertake course coordination responsibilities reflective of their professional expertise.

### **Specific Duties**

In addition to duties outlined at Level A, specific duties required of a Level B research/ academic staff may include:

The conduct of research either as a member of a team or independently, and the production of conference and seminar papers and publications from that research. Supervision of research support staff involved in the staff member's research.

Guidance in the research effort of junior members of research-only academic staff in his/her research area.

Contribution to the preparation, or where appropriate individual preparation, of research proposal submissions to external funding bodies.

Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.

Administrative functions primarily connected with his/her area of research.

Occasional contributions in the teaching program within the field of the staff member's research.

Co-supervision, or where appropriate supervision, of major honours or postgraduate research projects within the field of the staff member's area of research and co-supervision of higher degree students.

A teaching focused staff member will provide educational leadership through exemplary teaching practice, the application of contemporary teaching methodologies, encouragement of innovation and support to other academic employees in curriculum development, implementation of assessment, materials development, program organisation and delivery and contribute to administration requirements. They may also undertake supervision of research projects in course work Masters.

Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and/or membership of a limited number of committees.

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### **Skill Base**

A Level B Research/ academic staff member will normally have completed a relevant doctoral qualification or have equivalent qualifications or research experience. In addition, they may be expected to have had post-doctoral research experience which has resulted in publications, conference papers, reports or professional or technical contributions which give evidence of research ability.

### **LEVEL C**

#### **General Standard**

A Level C research-only academic is expected to make independent or original contributions to the research effort within their field of expertise and to the organisational unit or inter -disciplinary area of which he/she is a part. An academic at this level is expected to play a major role in research including the exercise of some leadership in research.

#### **Specific Duties**

Further to duties outlined at the lower levels, Specific duties required of a Level C Research/ academic/ teaching staff may include:

##### **Research/ Academic**

The conduct of research and the production of conference and seminar papers and publications from that research.

Supervision of research support and administrative staff involved in the staff member's research.

Supervision, where appropriate, of the research of less senior research-only academic staff.

Involvement, where appropriate, in the promotion of research links with outside bodies.

Preparation of research proposal submissions to external funding bodies.

Significant role in research projects including, where appropriate, leadership of research teams or management of projects.

Responsibility for the oversight of financial management of grants received for his/her research projects.

Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.

Occasional contributions to the teaching program within the field of the staff member's research.  
Supervision of major honours or postgraduate research projects within the field of the staff member's area of research.

Various research related administrative functions.

Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.



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### **Teaching**

In addition to the scholarly expectations outlined at lower levels, Level C academics are required to play a major role by providing a significant degree of leadership within the teaching program and in the field of their research or their teaching discipline. At Level C this may include curriculum development, involvement in course committees, mentoring and leadership of teaching staff at levels B and A and the full academic responsibilities and related administration for the coordination of an Award program. At Level C Supervision of Masters coursework programs and HDR students may also be undertaken.

### **Skill Base**

A Level C research-only academic will normally have a relevant doctoral qualification or equivalent.

## **LEVEL D**

### **General Standard**

A Level D staff member is expected to make major original contributions to the research enterprise/ sustainability and scholarship of the area in which they are appointed and to play a significant role within their profession or discipline. Academics at this level may be appointed in recognition of marked distinction in their area of research or scholarship.

### **Specific Duties**

The specific duties required of a Level D research/ academic/ teaching staff member may include:

The conduct of independent research in which the academic may work as part of a team and the production of conference and seminar papers and publications from that research.

Supervision of research support and administrative staff.

A major role in all aspects of major research projects including management and/or leadership of large research projects or teams.

Supervision of the research of less senior research-only academic staff.

Promotion of research links with outside bodies.

Preparation of research proposal submissions to external bodies.

Responsibility for the oversight of financial management of grants.

Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.

Occasional contributions to the teaching program within the field of the staff member's research.

Supervision of major honours or postgraduate research projects.

Higher level research related administrative functions. Some involvement in the development of research policy.

Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.

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Significant contribution to the discipline in which the research efforts of the academic are undertaken.

Leadership of a significant Education/ Teaching program area at Menzies

### **Skill Base**

A Level D staff member will normally have the same skill base as a Level C research/ academic. In addition, there will be a requirement for academic excellence and outstanding contribution to research or in respect of an Academic teaching appointment demonstrated teaching excellence and an outstanding contribution to scholarship and teaching innovation.

## **LEVEL E**

### **General Standard**

A Level E research-only academic is expected to exercise a special responsibility in providing leadership and in fostering excellence in research in their area of research and in teaching as applicable, in the organisation unit, within the institution and within the scholarly and general community.

### **Specific Duties**

The specific duties required of a Level E academic may include:

Provision of a continuing high level of personal commitment to and distinguished achievement in a particular area of research, scholarship or teaching.

Fostering the research of other groups and individuals within the organisational unit and more broadly within the institution.

Development of research policy.

Preparation of research proposal submissions to external bodies.

Responsibility for the oversight of financial management of grants.

The conduct of independent research in which the academic may provide leadership within a team and the preparation of conference and seminar papers and publications from that research.

Supervision of research and administrative staff and other academic staff responsible to the Level E research- only academic.

Making a distinguished personal contribution to the conduct of research at all levels.

Management of large research projects or teams.

Developing policy and being involved in administrative matters within the department or other comparable organisational unit and within the institution.

Participating in community and professional activities related to his/her disciplinary area, including involvement in commercial and industrial sectors where appropriate.

Involvement in professional activities including, subject to availability of funds, attendance at conferences and seminars in the field of expertise.

Occasional contribution to the teaching program in the field of the staff members research.

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Supervision of major honours or postgraduate research projects.

Attendance at meetings associated with research or the work of the organisational unit to which the research is connected and/or departmental and/or faculty meetings and a major role in planning and committee work.

### **Skill Base**

A Level E research-only academic will have the same skill base as a Level D research/ academic but will be recognised as a leading authority in his or her area of research.

**SCHEDULE C PROFESSIONAL, ADMINISTRATIVE AND TECHNICAL EMPLOYEES - ANNUAL SALARY RATES**

LEVEL	STEP	CURRENT RATE (30/09/21) per annum	PROPOSED RATE (1/1/23) +4%	PROPOSED RATE (1/1/24) +3.5%	PROPOSED RATE (1/1/25) +3.2%
LEVEL ONE	STEP 1	52,842.00	54,956.00	56,880.00	58,701.00
	STEP 2	53,855.00	56,010.00	57,971.00	59,827.00
	STEP 3	54,874.00	57,069.00	59,067.00	60,958.00
LEVEL TWO	STEP 1	56,397.00	58,653.00	60,706.00	62,649.00
	STEP 2	57,922.00	60,239.00	62,348.00	64,344.00
	STEP 3	58,937.00	61,295.00	63,441.00	65,472.00
LEVEL THREE	STEP 1	60,463.00	62,882.00	65,083.00	67,166.00
	STEP 2	61,986.00	64,466.00	66,723.00	68,859.00
	STEP 3	63,511.00	66,052.00	68,364.00	70,552.00
	STEP 4	65,035.00	67,637.00	70,005.00	72,246.00
LEVEL FOUR	STEP 1	66,559.00	69,222.00	71,645.00	73,938.00
	STEP 2	68,083.00	70,807.00	73,286.00	75,632.00
	STEP 3	70,135.00	72,941.00	75,494.00	77,910.00
	STEP 4	71,640.00	74,506.00	77,114.00	79,582.00
LEVEL FIVE	STEP 1	73,670.00	76,617.00	79,299.00	81,837.00
	STEP 2	75,705.00	78,734.00	81,490.00	84,098.00
	STEP 3	77,736.00	80,846.00	83,676.00	86,354.00
	STEP 4	79,770.00	82,961.00	85,865.00	88,613.00
LEVEL SIX	STEP 1	81,803.00	85,076.00	88,054.00	90,872.00
	STEP 2	83,834.00	87,188.00	90,240.00	93,128.00
	STEP 3	85,866.00	89,301.00	92,427.00	95,385.00
	STEP 4	87,901.00	91,418.00	94,618.00	97,646.00
LEVEL SEVEN	STEP 1	89,426.00	93,004.00	96,260.00	99,341.00
	STEP 2	91,964.00	95,643.00	98,991.00	102,159.00
	STEP 3	94,508.00	98,289.00	101,730.00	104,986.00
	STEP 4	97,048.00	100,930.00	104,463.00	107,806.00
LEVEL EIGHT	STEP 1	102,636.00	106,742.00	110,478.00	114,014.00
	STEP 2	105,682.00	109,910.00	113,757.00	117,398.00
	STEP 3	108,733.00	113,083.00	117,041.00	120,787.00
	STEP 4	111,778.00	116,250.00	120,319.00	124,170.00
LEVEL NINE	STEP 1	114,827.00	119,421.00	123,601.00	127,557.00
	STEP 2	117,878.00	122,594.00	126,885.00	130,946.00
	STEP 3	120,926.00	125,764.00	130,166.00	134,332.00
	STEP 4	122,448.00	127,346.00	131,804.00	136,022.00
LEVEL TEN	STEP 1	125,641.00	130,667.00	135,241.00	139,569.00
	STEP 2	128,834.00	133,988.00	138,678.00	143,116.00
	STEP 3	132,023.00	137,304.00	142,110.00	146,658.00
	STEP 4	135,216.00	140,625.00	145,547.00	150,205.00

## **SCHEDULE D - PROFESSIONAL, ADMINISTRATIVE AND TECHNICAL EMPLOYEE DEFINITIONS**

### **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:

#### **Year12**

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

#### **Trade certificate**

Completion of an apprenticeship, normally of four years' duration, or equivalent recognition, 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 two year part-time post-Year 12 or post-trade certificate course.

### **Diploma**

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

### **Advanced diploma**

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

### **Degree**

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

### **Postgraduate degree**

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

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

### **Definition 3: Classification dimensions**

#### **Training level, Qualifications and Experience**

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.

#### **Common Occupations**

Examples of occupations typically falling within each classification level.

#### **Supervision and Leadership**

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.

#### **Communications**

Examples of typical communications undertaken by employees in different occupations at each of the classification levels.

#### **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 three qualities applies at each classification level.

## **Menzies School of Health Research 2022 Enterprise Agreement**

### **Typical activities**

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

## SCHEDULE E - PROFESSIONAL, ADMINISTRATIVE AND TECHNICAL STAFF LEVEL CLASSIFICATION DESCRIPTORS

	PAT1	PAT 2	PAT 3	PAT 4	PAT 5
Training Level, Qualifications and Experience:	<ul style="list-style-type: none"> <li>Not required to have formal qualifications or work experience.</li> <li>Will be provided with structured on-the-job training (in addition to orientation, induction and WHS training) and advised of any other available training opportunities</li> </ul>	<ul style="list-style-type: none"> <li>Will have some prior knowledge, training or experience relevant to the duties to be performed; or</li> <li>Completion of Year 12 without work experience, or</li> <li>Completion of Certificate I or II with work-related experience, or</li> <li>An equivalent combination of experience and training; and</li> <li>Will be provided with structured on-the-job training and advised of any other available training opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>Completion of a Certificate III level of qualification; or</li> <li>Completion of Year 12 or a Certificate II, with relevant work experience; or</li> <li>An equivalent combination of relevant experience and/or education/training</li> </ul>	<ul style="list-style-type: none"> <li>Completion of a Cert. IV or Diploma level qualification with relevant work experience; or</li> <li>Completion of a Certificate III with extensive relevant work experience; or</li> <li>Relevant experience and proficiency in a similar role; or</li> <li>An equivalent combination of relevant experience and/or education/training.</li> </ul>	<ul style="list-style-type: none"> <li>Degree level qualification without relevant work experience (Graduate Entry role); or</li> <li>Completion of an Advanced Diploma and at least 1 year of subsequent relevant work experience; or</li> <li>Completion of a Diploma and at least 2 years subsequent work experience; or</li> <li>Completion of a Certificate IV and extensive relevant experience; or</li> <li>Completion of an Aboriginal Health Worker qualification (Certificate IV in Aboriginal and or Torres Strait Islander Health Worker Primary Health Care) with relevant experience; or</li> <li>Substantial experience and expertise in similar role</li> </ul>
Supervision and Leadership: Close-Routine-General, -Broad	<ul style="list-style-type: none"> <li>Close supervision</li> <li>Routine supervision of straightforward tasks following training and competency assessment</li> </ul>	<ul style="list-style-type: none"> <li>Routine supervision of straightforward tasks</li> <li>Close supervision of more complex tasks</li> </ul>	<ul style="list-style-type: none"> <li>Routine supervision moving to general direction with experience.</li> <li>May supervise other employees</li> </ul>	<ul style="list-style-type: none"> <li>General direction with majority of workload</li> <li>Routine supervision of more complex tasks</li> <li>May undertake independent activity.</li> <li>May supervise or coordinate other professional staff to achieve objectives, including liaison with staff at higher levels.</li> <li>May undertake standalone work"</li> </ul>	<ul style="list-style-type: none"> <li>General direction with majority of workload</li> <li>Routine supervision of more complex tasks</li> <li>May supervise or coordinate others.</li> <li>Will undertake independent work.</li> <li>Will follow direction on more complex tasks.</li> <li>May coordinate a team to provide an administrative or technical service</li> </ul>
Task Level	<ul style="list-style-type: none"> <li>Performs a range of straightforward tasks where clear and detailed instructions are provided and established procedures exist.</li> </ul>	<ul style="list-style-type: none"> <li>Performs a range of straightforward tasks where clear and detailed instructions are provided and established procedures exist.</li> <li>Close supervision of more complex tasks</li> </ul>	<ul style="list-style-type: none"> <li>Performs a range of tasks with some complexity.</li> <li>Applies a body of knowledge equivalent to Certificate III, including diagnostic skills and assessment of the best approach to a given task</li> </ul>	<ul style="list-style-type: none"> <li>Applies knowledge and skills to a varied range of different tasks.</li> <li>May undertake limited creative, planning or design functions.</li> </ul>	<ul style="list-style-type: none"> <li>Applies broad technical knowledge and experience at a more advanced level than PAT 4.</li> <li>In professional positions, will apply theoretical knowledge, at a degree level, in a straightforward way</li> </ul>
Organisational Knowledge	<ul style="list-style-type: none"> <li>Knowledge is based on straightforward and general information about the employee's work area and responsibility.</li> </ul>	<ul style="list-style-type: none"> <li>Following training, may provide general information/advice and assistance to members of the public, students and other staff which is based on a broad knowledge of the employee's work area/responsibility.</li> </ul>	<ul style="list-style-type: none"> <li>Performs tasks/assignments which require knowledge and proficiency in the work area's rules, regulations, processes and techniques.</li> <li>With training, understands how their work interacts with other related functions.</li> </ul>	<ul style="list-style-type: none"> <li>Provides factual advice which requires proficiency in the work area's rules, regulations and procedures requiring expertise in a specialist area or broad knowledge of a range of employee roles and functions</li> </ul>	<ul style="list-style-type: none"> <li>Performs tasks which require proficiency in the work areas rules, policies, procedures, systems, processes and techniques.</li> <li>Understands how their work and the policies and procedures of the work area interacts with other related functions.</li> <li>May provide interpretation, advice and decisions on procedures and protocols in the immediate work area.</li> <li>Will develop areas of specialist expertise.</li> <li>Contributes to the organisation through appropriate committee involvement and additional duties outside the immediate work group.</li> </ul>



	PAT1	PAT 2	PAT 3	PAT 4	PAT 5
<b>Communications</b>	<ul style="list-style-type: none"> <li>Receives and provides routine information.</li> <li>Following training, may provide general information and assistance to others.</li> <li>May communicate by phone, email or in person</li> </ul>	<ul style="list-style-type: none"> <li>Receives and provides general information.</li> <li>Following training, may provide general information, advice and assistance to others.</li> <li>May communicate by phone, email or in person</li> </ul>	<ul style="list-style-type: none"> <li>May draft routine internal correspondence.</li> <li>Explains rules, procedures and operational policies to co-workers.</li> <li>Liaises with internal staff and service providers/project stakeholders.</li> <li>Explains information and listens to feedback</li> </ul>	<ul style="list-style-type: none"> <li>Drafts routine internal and external correspondence</li> <li>Explains rules, procedures and operational policies to clients or co-workers.</li> <li>Liaises with clients and external service providers.</li> <li>Clearly conveys information and listens to feedback.</li> <li>May liaise with other employees at higher levels</li> </ul>	<ul style="list-style-type: none"> <li>Drafts communication documents for public use</li> <li>Communicates issues and advocates a preferred case or option to stakeholders.</li> <li>Communicates professional concepts and provides advice.</li> <li>May plan, lead and facilitate information sessions for clients, stakeholders and/or co-workers.</li> <li>Expresses own views in a constructive and diplomatic way.</li> <li>Welcomes constructive feedback.</li> </ul>
<b>Judgment, Independence and Problem Solving:</b>	<ul style="list-style-type: none"> <li>Solves relatively simple problems with reference to established techniques and practices.</li> <li>Will sometimes choose between a range of straightforward alternatives.</li> <li>Can readily refer problems to higher levels.</li> </ul>	<ul style="list-style-type: none"> <li>Solves relatively simple problems with reference to established techniques and practices.</li> <li>Will sometimes choose between a range of straightforward alternatives.</li> <li>Performs various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.</li> <li>Can readily refer problems to higher levels.</li> </ul>	<ul style="list-style-type: none"> <li>Applies theoretical knowledge and training to a range of procedures and tasks.</li> <li>Uses judgment to solve problems arising in work area.</li> <li>Applies diagnostic skills to assess the best approach to a given task.</li> <li>Takes initiative to recommend and improve processes in work area.</li> <li>Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.</li> </ul>	<ul style="list-style-type: none"> <li>Extensive diagnostic skills.</li> <li>Applies theoretical knowledge and techniques to a range of procedures and tasks.</li> <li>Provides factual advice which requires proficiency in the work area's rules and procedures and requires expertise in a specialist area or broad knowledge of a range of employee roles and functions</li> </ul>	<ul style="list-style-type: none"> <li>Applies standard training and experience to a range of procedures and tasks.</li> <li>Solves problems through the standard application of theoretical principles and techniques.</li> <li>Applies expertise in a particular set of rules or regulations to make decisions.</li> <li>Questions and examines methods and procedures.</li> <li>Initiates improvements to procedures within work area</li> </ul>
<b>Typical Activities:</b>	<ul style="list-style-type: none"> <li>Straightforward manual or technical duties</li> <li>Straightforward data entry and retrieval</li> <li>Entry level office administration support – emails, document support</li> <li>Filing, copying, binding maintaining and retrieving documents/files.</li> <li>Assist with control and maintenance of basic supplies or stock.</li> <li>With training, may complete tasks for data entry.</li> <li>With training, may operate basic laboratory equipment.</li> </ul>	<ul style="list-style-type: none"> <li>Straightforward manual or technical duties</li> <li>Straightforward data entry and retrieval</li> <li>Office administration support – emails, document support</li> <li>Filing, copying, binding maintaining and retrieving documents/files.</li> <li>Control and maintenance of basic supplies or stock</li> <li>Standard use of general office equipment</li> <li>May complete basic computer tasks.</li> <li>May operate basic laboratory equipment.</li> <li>Provide straightforward local community support to a research or program activity that is within the scope of training and induction received and broad local knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>Answer straightforward enquiries in person, over the phone and via email.</li> <li>Direct others to an appropriate source for information</li> <li>Schedule meetings</li> <li>Order supplies, monitor and manage supply levels.</li> <li>Provides administrative support to research projects.</li> <li>Operate laboratory equipment and support others with use of laboratory equipment.</li> <li>Provide targeted support at a community level to a research program or activity that is within the scope of training and induction received and broad local knowledge</li> </ul>	<ul style="list-style-type: none"> <li>Set up and operate laboratory equipment.</li> <li>Beginner to intermediate MS Office and data base tasks:                             <ul style="list-style-type: none"> <li>Use of MS Word and core functions to support document and correspondence development.</li> <li>Excel - Use of established spreadsheets</li> <li>Database: Basic use of an established application</li> <li>Use of Email to support internal and external communication and task completion.</li> </ul> </li> <li>Support recruitment and follow up of research participants.</li> <li>Support administration associated with project activity.</li> <li>Undertake local community engagement activity.</li> </ul>	<ul style="list-style-type: none"> <li>Prepare reports and documents.</li> <li>Develop and document systems and protocols for the immediate work area.</li> <li>Act as secretary for organisation committees</li> <li>Intermediate to advanced MS Office or equivalent skills</li> <li>MS Word: use of advanced features, template creation, document layout, columns, smart art etc.</li> <li>MS Excel: use of intermediate to advanced features,</li> <li>Database: General use of an established application</li> <li>Email: Ability to read, send, reply and forward email, attach documents and manage contact lists and groups</li> <li>PowerPoint – develop presentations.</li> <li>Perform accounts payable/receivable activity.</li> <li>Utilise organisational systems in support of administrative tasks.</li> <li>Undertake designated project support tasks</li> </ul>

	<b>PAT1</b>	<b>PAT 2</b>	<b>PAT 3</b>	<b>PAT 4</b>	<b>PAT 5</b>
<b>Common Occupations</b>	<ul style="list-style-type: none"> <li>▪ Laboratory Assistant, trainee for level 2 or 3 duties (e.g., Ear Health Trainee)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Clerical or Administration Support, Local Community Assistant/Support Officer, Laboratory Assistant</li> </ul>	<ul style="list-style-type: none"> <li>▪ Laboratory Assistant, Community Liaison Officer</li> </ul>	<ul style="list-style-type: none"> <li>▪ Laboratory Technician, Administration Support, Consumer Engagement Officer</li> </ul>	<ul style="list-style-type: none"> <li>▪ Administration Officer, Finance Officer, Project Assistant, Personal Assistant, Aboriginal and or Torres Strait Islander Health Worker.</li> </ul>

	PAT 6	PAT 7	PAT 8	PAT 9	PAT 10
<b>Training Level, Qualifications and Experience:</b>	<ul style="list-style-type: none"> <li>▪ A degree level qualification with relevant experience; or</li> <li>▪ An advanced diploma with substantial relevant work experience; or</li> <li>▪ An Approved AHPRA registration qualification, up to date registration and relevant experience, for e.g., Aboriginal Health Practitioner or Enrolled Nurse with relevant experience; or</li> <li>▪ Substantial experience and specialist expertise; or</li> <li>▪ An equivalent combination of relevant experience and education/training</li> </ul>	<ul style="list-style-type: none"> <li>▪ A degree level qualification with significant relevant post qualification professional work experience; or</li> <li>▪ Extensive experience and management expertise in technical or administrative fields; or</li> <li>▪ An equivalent combination of relevant experience and education/training.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Postgraduate qualifications and or progress towards postgraduate qualifications; or</li> <li>▪ Extensive relevant experience; or</li> <li>▪ Extensive specialist expertise; or</li> <li>▪ Extensive experience and management expertise; or</li> <li>▪ An equivalent combination of relevant experience and education/training.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Postgraduate qualifications and extensive relevant experience; or</li> <li>▪ Extensive management experience and proven management and specialist expertise; or</li> <li>▪ An equivalent combination of relevant experience and education/training.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Postgraduate qualifications; and</li> <li>▪ Extensive relevant management experience; and</li> <li>▪ Proven management and specialist expertise.</li> </ul>
<b>Supervision and Leadership: -Close-Routine-General, -Broad</b>	<ul style="list-style-type: none"> <li>▪ General to broad direction</li> <li>▪ May supervise or coordinate other non-professional staff to achieve objectives.</li> <li>▪ Will perform work assignments guided by policy, precedent, professional standards and/or specialist expertise</li> </ul>	<ul style="list-style-type: none"> <li>▪ Broad direction</li> <li>▪ May manage, supervise or coordinate other administrative, technical and/or professional staff to achieve objectives.</li> <li>▪ Appropriately delegates responsibilities to further the development of others.</li> <li>▪ Provides advice, guidance and support to others and immediate team members.</li> <li>▪ Lead a small team within own or related area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Broad direction</li> <li>▪ Works with a degree of autonomy</li> <li>▪ May have management responsibility for a functional area and/or manage other administrative, technical and/or professional staff.</li> <li>▪ Models the behaviour expected of others.</li> <li>▪ Motivates others to deliver against goals.</li> <li>▪ Actively seeks to improve others' skills and talents by providing constructive feedback, coaching and training opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Broad direction</li> <li>▪ Works with a considerable degree of autonomy</li> <li>▪ Will have management responsibility for a major functional area and/or manage other administrative, technical and/or professional staff.</li> <li>▪ Will be responsible for significant resources and its allocation.</li> <li>▪ Models behaviour expected of others.</li> <li>▪ Motivates others to achieve and deliver against goals.</li> <li>▪ Maximizes effectiveness by selecting, developing, managing and motivating a high performing team</li> </ul>	<ul style="list-style-type: none"> <li>▪ Broad direction</li> <li>▪ Operates with a high overall degree of autonomy.</li> <li>▪ Will have substantial management responsibility.</li> <li>▪ Empowers others by investing them with the authority and latitude to accomplish tasks.</li> <li>▪ Models behaviour expected of others.</li> <li>▪ Motivates others to achieve and deliver against goals.</li> <li>▪ Inspires a sense of purpose and direction.</li> </ul>
<b>Task Level:</b>	<ul style="list-style-type: none"> <li>▪ Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise.</li> <li>▪ Undertake research activities under guidance from a Project Coordinator or Project Manager – project planning, participant recruitment and data analysis.</li> <li>▪ Employees would have the latitude to develop or redefine local procedures and interpret policy so long as other work areas are not affected.</li> <li>▪ In corporate or executive support roles, have a depth or breadth of expertise developed through extensive relevant experience and application.</li> <li>▪ In project or research roles undertake tasks related to specialist qualifications and experience and the project/research area requirements</li> </ul>	<ul style="list-style-type: none"> <li>▪ Independently relate existing policy and legislation to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.</li> <li>▪ Uses theoretical principles in modifying and adapting existing techniques or work approaches.</li> <li>▪ In professional or technical positions, may be a recognised authority in a specialised area.</li> <li>▪ May plan and manage multiple/diverse projects.</li> </ul>	<ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ May involve policy recommendations to others and to implement programs involving major change which may impact on other areas of the organisation's operation.</li> <li>▪ Will plan and manage multiple and/or complex projects.</li> <li>▪ May involve the integration of other specific bodies of knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level.</li> <li>▪ Significant high level creative, planning and management functions.</li> <li>▪ Responsibility for significant resources</li> <li>▪ May undertake projects and duties outside normal area of responsibility due to expertise and experience.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Complex, significant and high-level creative planning, program and managerial functions with clear accountability for program performance</li> <li>▪ Comprehensive knowledge of related programs</li> <li>▪ Generate and use a high level of theoretical and applied knowledge.</li> </ul>

	PAT 6	PAT 7	PAT 8	PAT 9	PAT 10
<b>Organisational Knowledge and Planning:</b>	<ul style="list-style-type: none"> <li>Performs tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques.</li> <li>Understands and identifies how their work impacts on other related functions.</li> <li>Will provide interpretation, advice and decisions on procedures and protocols in the immediate work area.</li> <li>Is able to adapt procedures and techniques as required to achieve objectives without impacting on other areas.</li> <li>Will have latitude to develop or redefine and interpret policy and protocols so long as other work areas are not affected.</li> <li>Has developed areas of specialist expertise.</li> <li>Identifies and actively works on areas of professional and personal development</li> </ul>	<ul style="list-style-type: none"> <li>Performs specialised tasks which require specific knowledge and proficiency in the work area's rules, regulations, processes and techniques.</li> <li>Has detailed knowledge of academic, organisational, regulatory and/or legislative policies.</li> <li>Understands the interrelationships between a range of policies and activities.</li> <li>Is able to adapt procedures and techniques in consultation with impacted areas to achieve objectives.</li> <li>Will have latitude to develop or redefine and interpret policy in liaison with other affected areas.</li> <li>May be a recognised authority in a specialised area</li> </ul>	<ul style="list-style-type: none"> <li>Conceptualises, develops and reviews policies, objectives and strategies and makes policy recommendations in consultation with others.</li> <li>Is responsible for programs involving major change, which may impact on other areas of the organisation's operations.</li> <li>Translates organisational strategy into meaningful long-term plans and objectives for own area or responsibility.</li> <li>Identifies and responds to new and emerging strategic issues impacting the organisation.</li> <li>Will be a recognised authority in a specialised area.</li> </ul>	<ul style="list-style-type: none"> <li>Conceptualizes, develops and reviews major policies, objectives and strategies involving high level liaison with internal and external stakeholder areas.</li> <li>May be responsible for programs involving major change, which impact on other areas of the organisation's operations.</li> <li>Translates strategic direction into day-to-day activities.</li> <li>Contributes advanced expertise and knowledge to strategic planning and decision-making processes.</li> <li>Will be responsible for significant high-level creative, planning and management functions.</li> </ul>	<ul style="list-style-type: none"> <li>Brings a multi-perspective understanding to the development, carriage, marketing and implementation of new policies.</li> <li>Devises new ways of adapting the organisation's strategies to new or existing internal and external influences.</li> <li>Applies complex, significant and high-level creative planning, program and managerial functions with clear accountability for program performance.</li> </ul>
<b>Communication</b>	<ul style="list-style-type: none"> <li>Prepares complex documentation and reports requiring in-depth analysis.</li> <li>Initiates and maintains relationships with internal stakeholders.</li> <li>Provides advice, information and guidance related to corporate policies, procedures and practices in their area.</li> <li>Negotiates with internal stakeholders and peers to gain cooperation and achieve objectives.</li> <li>Plans, leads and facilitates consultative processes with stakeholders related to a project.</li> <li>Identifies key messages and information required for decision-making</li> </ul>	<ul style="list-style-type: none"> <li>Prepares documentation and reports at an advanced professional level.</li> <li>Initiates and maintains relationships with peer and senior internal and external stakeholders.</li> <li>Applies negotiation, persuasion and motivation skills to manage staff and stakeholders.</li> <li>Confidently conveys information in a clear and interesting way</li> </ul>	<ul style="list-style-type: none"> <li>Initiates and maintains effective relationships with peer and senior level internal and external stakeholders.</li> <li>Negotiates with stakeholders, peers, industry bodies and other agencies to gain cooperation and achieve objectives.</li> <li>Manages consultation processes including engagement with key stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>Prepares documentation and reports at an authoritative level.</li> <li>Uses a process of consultation and negotiation to resolve complex issues.</li> <li>Confidently represents the organisation with external parties.</li> <li>Understands and influences stakeholder views.</li> <li>Handles difficult and sensitive communications effectively.</li> <li>Uses understanding of individuals to get the best outcomes</li> </ul>	<ul style="list-style-type: none"> <li>Uses formal and informal channels to influence others and achieve goals.</li> <li>Influences stakeholders holding competing priorities and views.</li> <li>Briefs high-level stakeholders in own area of expertise in a variety of forums</li> <li>Negotiates to resolve differences and achieve agreement.</li> <li>May be required to negotiate on the spot with limited information</li> </ul>
<b>Judgment, Independence and Problem Solving:</b>	<ul style="list-style-type: none"> <li>Designs, develops and maintains complex procedures, systems and/or equipment.</li> <li>Undertakes planning processes and develops proposals for plan implementation.</li> <li>Analyses and reports on activities affecting the work area and/or data and experimental outcomes.</li> <li>Exercises high level diagnostic skills on sophisticated equipment or systems or with regard to research data analysis on a project</li> </ul>	<ul style="list-style-type: none"> <li>Adapts procedures to fit policy or uses theoretical principals in modifying and revising policies and procedures.</li> <li>Interprets and develops policy that has an impact beyond the immediate work area.</li> <li>Rethinks the way a specific body of knowledge is applied in order to solve problems.</li> <li>Develops and achieves objectives in line with the organisation's strategic goals.</li> <li>Undertakes independent work or the supervisor of others in order to achieve objectives</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for project/program development and implementation</li> <li>Provides strategic support and advice requiring integration of a range of organisation policies and requirements.</li> <li>Will develop new ways of using a specific body of knowledge to apply to work assignments.</li> <li>Contributes and responds to the organisation strategic planning process.</li> <li>Achieves objectives operating within complex organisation structures and/or working in a complex project/program environment requiring strong problem-solving skills</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for program development and implementation</li> <li>Provides strategic support and advice requiring integration of internal and external policies, legislation and demands.</li> <li>Achieves objectives within complex organisational structures for example with external organisations (e.g., government agencies, ACHOs) to achieve program objectives.</li> <li>Significantly contributes to the organisation's strategic plan.</li> </ul>	<ul style="list-style-type: none"> <li>Fully responsible for the achievement of significant organisational objectives and programs</li> <li>Understands the complex causes of other's behaviour patterns and plans responses and reactions accordingly</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Has discretion to innovate within own function and take responsibility for outcomes.</li> <li>▪ Interprets and develops policy within the immediate work area</li> </ul>			<ul style="list-style-type: none"> <li>▪ Contributes to the achievement of significant organisational objectives and programs.</li> </ul>	
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	PAT 6	PAT 7	PAT 8	PAT 9	PAT 10
<b>Typical Activities:</b>	<ul style="list-style-type: none"> <li>▪Manage a small work area/group.</li> <li>▪Undertake project work for a research project or similar.</li> <li>▪Provide specialised professional services – for example human resources.</li> <li>▪Develop and maintain procedures, systems and/or equipment.</li> <li>▪Operate specialised equipment and/or software.</li> <li>▪Provide policy and planning advice in relation to the work area.</li> <li>▪Coordinate consumer or community engagement</li> <li>▪Service a range of committees, including preparation of agenda, minutes and correspondence.</li> <li>▪Design and produce documents for external use.</li> </ul>	<ul style="list-style-type: none"> <li>▪Manage a work area/group with contractual, financial and human resource responsibility.</li> <li>▪Provide highly specialised services in area of expertise.</li> <li>▪Coordinate research and/or project work activities</li> <li>▪Designs or constructs complex or unusual equipment to detailed specifications.</li> <li>▪Support the supervision and management of small functional units.</li> </ul>	<ul style="list-style-type: none"> <li>▪Manage a functional unit with a diverse or complex set of functions and significant resources.</li> <li>▪Develop and implement policy requiring a high degree of knowledge and sensitivity.</li> <li>▪Manage a small or specialise unit where significant innovation, initiative and/or judgement are required.</li> <li>▪Provide senior administrative support to functional units within the organisation, taking into account the size, budget, structure, external activities and management practices of the work area.</li> </ul>	<ul style="list-style-type: none"> <li>▪Manage a large functional unit with a diverse or complex set of functions and significant resources.</li> <li>▪Manage a function or develop and implement a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.</li> <li>▪Manage a specialised unit where significant innovation, initiative and/or judgement are required.</li> <li>▪Provide senior administrative support to the more complex functional units within the organisation.</li> </ul>	<ul style="list-style-type: none"> <li>▪Manage a large functional unit with diverse or complex functions and significant resources.</li> <li>▪Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.</li> <li>▪Provide senior administrative support to large/complex functional unit/s within the organisation, involving significant staff, financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position.</li> </ul>
<b>Common Occupations:</b>	<ul style="list-style-type: none"> <li>▪Executive Assistant, Aboriginal Health Practitioner, Project Officer, HR Officer, Community Engagement Officer</li> </ul>	<ul style="list-style-type: none"> <li>▪Manager, Senior Administrator, Project Coordinator, Senior Specialist,</li> </ul>	<ul style="list-style-type: none"> <li>▪Program Manager, Clinical Trial Manager, Senior Administrator, Research Manager, Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪Specialist Manager, Program Manager Senior Administrative Manager e.g., Business Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪Senior Specialist Manager, Senior Administrative Manager e.g., HR Manager, Financial Controller</li> </ul>

## SCHEDULE F - RESEARCH NURSE ANNUAL SALARY RATES

The following Research Nurse classifications and rates of pay apply to this Agreement. Existing Research Nurse staff on General Staff Level classifications transfer to Research Nurse classifications as prescribed below.

GSL Staff Level	STEP	CURRENT RATE (30/09/21) per annum	Research Nurse Level	PROPOSED RATE (1/1/23) +4%	PROPOSED RATE (1/1/24) +3.5%	PROPOSED RATE (1/1/25) +3.2%
<b>LEVEL SIX</b>	STEP 1	81,803.00	<b>RN 1.1</b>	85,076.00	88,054.00	90,872.00
	STEP 2	83,834.00	<b>RN 1.2</b>	87,188.00	90,240.00	93,128.00
	STEP 3	85,866.00	<b>RN 1.3</b>	89,301.00	92,427.00	95,385.00
	STEP 4	87,901.00	<b>RN 1.4</b>	91,418.00	94,618.00	97,646.00
<b>LEVEL SEVEN</b>	STEP 1	89,426.00	<b>RN 2.1</b>	93,004.00	96,260.00	99,341.00
	STEP 2	91,964.00	<b>RN 2.2</b>	95,643.00	98,991.00	102,159.00
	STEP 3	94,508.00	<b>RN 2.3</b>	98,289.00	101,730.00	104,986.00
	STEP 4	97,048.00	<b>RN 2.4</b>	100,930.00	104,463.00	107,806.00
<b>LEVEL EIGHT</b>	STEP 1	102,636.00	<b>RN 3.1</b>	106,742.00	110,478.00	114,014.00
	STEP 2	105,682.00	<b>RN 3.2</b>	109,910.00	113,757.00	117,398.00
	STEP 3	108,733.00	<b>RN 3.3</b>	113,083.00	117,041.00	120,787.00
	STEP 4	111,778.00	<b>RN 3.4</b>	116,250.00	120,319.00	124,170.00

## SCHEDULE G - RESEARCH NURSE DESCRIPTORS

Throughout the life of this Agreement, Menzies School of Health Research commits to working with its Research nursing staff and the Australian Nursing and Midwifery Federation to further define and refine the classifications and roles listed below.

### Definition:

A Research Nurse for the purpose of these descriptors means a Division 1 AHPRA registered nurse who is employed to utilise their nursing qualification, skills and experience to project support, coordinate or manage a Menzies funded research project or projects. A research nurse classification should not be used where it is intended for a Nurse to pursue or lead their own funded research activity – in these circumstances employment as an Academic is more appropriate.

**Note:** For employment at the Research Nurse Level 1 (entry level), provision has been made for an experienced Enrolled Nurse to be engaged.

Research Nurse work and these descriptors are informed by the Clinical Research Nurse Standards developed by the Australian College of Nursing.

### RESEARCH NURSE LEVEL 1 (Entry Level)

#### Training level or qualifications

- Division 1 Nurse registered with the Australian Health Practitioner Regulation Agency (AHPRA).
- Division 2 Nurse registered with the Australian Health Practitioner Regulation Agency (AHPRA) with medication endorsement and/or advanced practice status.

#### Typical role titles may include

- Research Nurse/Midwife (Entry Level)

#### Award/Agreement equivalent

- PAT staff Level 6 (Menzies Enterprise Agreement)
- RN 2 (Nurses Award)

#### Level of supervision

- Works under supervision, receives general direction and performance is checked on assignment completion.
- Works collaboratively with research staff colleagues.
- Adheres to reporting lines.

#### Dimensions of the role

- Perform the role using required nursing qualification and knowledge of or experience working with health issues affecting First Nations Australians including knowledge gained from experience or placement in health care service delivery and medical record systems.
- Key interactions include nursing staff, clinicians, researchers and their teams, external health services or community organisations, research study participants and/or their carers/legal guardian.

#### Judgement, independence and problem solving

- Competent in making clinical decisions within scope of practice.
- Will work under supervision of more experienced Research Nurse.
- Solve directly related issues with the research methodology, or refer to more senior research staff.
- Apply existing guidelines to problems.
- Assist with teaching of nursing staff/patients and others where appropriate.

- Demonstrate a commitment to continuing professional development and participate in performance review/appraisal system.
- Undertake additional relevant training in order to acquire the knowledge and skills needed to assist in study protocols.
- Develop workload management skills.
- Maintain effective communication processes with patients, investigators and other members of the multi-disciplinary team to ensure information is appropriately shared.
- Work within and monitor standards of care within research protocols and Menzies standards, policies and procedures to ensure adherence to, and delivery of, a high-quality service/research study.

### **Typical activities**

- Undertake designated research activities in accordance with Good Clinical Practice Guidelines, ethics approvals, cultural guidelines, and Menzies policies and procedures.
- Practice at all times within relevant Acts and legislation.
- Undertake daily research activities and participant assessments in line with Study Protocols and general direction provided, such as: obtaining informed consent, recording of participant information (data collection), performing designated clinical assessments, reviewing electronic and paper based medical records (i.e. hospital and clinic), and conducting surveys.
- Consistent with the level of employee training and experience, undertake any required specimen collection (e.g., phlebotomy, nasal/oral/ear/skin swabs) from adults and children, ensuring specimens are transported, stored and processed in accordance with the directions provided and the study procedures.
- Maintain knowledge of health care trends through reading, conferences and seminars.
- Support daily recruitment and study activities, including any required field trips to perform activities.
- Assist the research team to provide health promotion and health education information to participants in both the urban and remote settings. This may involve assisting in giving presentations/ discussions with study participants, and assisting with the preparation of written information (i.e. brochures).
- Effective communication with study participants, investigators, and other members of the team. This includes making suggestions for process improvements.
- Assisting in contacting participants and booking participant appointments, stocktake, purchasing consumables required for participant appointments.
- Complete other tasks and undertake training opportunities / requirements as reasonably required.

## **RESEARCH NURSE LEVEL 2**

### **Training level or qualifications**

- Division 1 Nurse registered with the Australian Health Practitioner Regulation Agency (AHPRA).
- Nursing qualifications with several years relevant, proven experience in either a hospital or community-based health service setting. Qualifications examples include Graduate Diploma, Masters of Nursing. Or
- Experience in project support to Research projects.

### **Typical role titles may include**

- Research Nurse/Midwife

### **Award/Agreement equivalent**

- PAT Staff Level 7 (Menzies Enterprise Agreement)
- RN 2 to 3 (Nurses Award)

### **Level of supervision**

- Able to work independently unsupervised, operating with broad direction.
- Works collaboratively with research staff colleagues.



- Adheres to reporting lines.

### **Dimensions of the role**

- Perform the role using required nursing qualification and experience working with, and knowledge of, health issues affecting First Nations Australians including experience in health care service delivery and medical record systems.
- Key interactions include nursing staff, clinicians, researchers and their teams, external health services or community organisations, research study participants and/or their carers/legal guardian.

### **Judgement, independence and problem solving**

- Competent in making clinical decisions within scope of practice.
- Competent in a range of computer software used for data collection.
- Solve complex issues with the research methodology, or to be references for resolution for own or related skill area.
- Applies broad approaches and is able to call on a significant amount of precedent in the resolution of problems.
- Demonstrate a commitment to continuing professional development and participate in performance review/appraisal system.
- Undertake additional relevant training in order to acquire the knowledge and skills needed to assist in research study protocols.
- Develop workload management skills.
- Maintain effective communication processes with study participants, investigators, other members of the multi-disciplinary team and stakeholders to ensure information is appropriately shared.
- Maintain confidentiality of data, personal and sensitive information when dealing with study participants data and information in line with study protocols, standard operating procedures and Good Clinical Practice Guidelines.
- Work within and monitor standards of care within research protocols and standards, policies and procedures to ensure adherence to, and delivery of, a high-quality service/research study.
- Build strong productive relationships within an organisation and collaborative external partnerships with people from diverse cultures and a wide range of stakeholders.

### **Typical activities**

The following typical activities may include but not limited to the following and under the direction of the Principal Investigator:

- Ensure the research is conducted in accordance with Good Clinical Practice Guidelines, ethics approvals, cultural guidelines, and Menzies policies and procedures.
- Practice at all times within relevant Acts and legislation.
- Undertake daily research activities and participant assessments in line with Study Protocols, such as: obtaining informed consent, recording of participant information (data collection), performing clinical assessments, reviewing electronic and paper based medical records (i.e. hospital and clinic), and conducting surveys.
- Undertake specimen collection (e.g., phlebotomy, nasal/oral/ear/skin swabs) from adults and children, ensuring specimens are transported, stored and processed in accordance with the study procedures.
- Prepare and administer study medications in accordance with ethically approved study protocol.
- Ensure medication accountability and storage is consistent with study procedures.
- Ensure participant information, clinical history and examination, observations, management plans, investigations are recorded accurately into the data collection form and/or the purpose built electronic data capture tool and identify data issues with the project manager.
- If required, ensure participants medical records have adequate documentation recognising their participation in the study.
- Organise daily recruitment and study activities, including any required field trips to perform activities.
- Assist the research team to provide health promotion and health education information to participants in both the urban and remote settings. This involves assisting in giving presentations/ discussions with study participants, and assisting with the preparation of written information (i.e. brochures).

- Effective communication with study participants, investigators, and other members of the team. This includes timely and constructive feedback regarding issues associated with participant assessment processes.
- Assisting in contacting participants and booking participant appointments, stocktake, purchasing consumables required for participant appointments.
- Complete other tasks and undertake training opportunities / requirements as reasonably required.
- Assist in the preparation and submission of reports, project promotional material, research ethics applications, and their associated reporting obligations.
- Provide initiative and sound judgment in management of complex issues related to the conduct of the project.
- Act as participant/patient advocate at all times.
- May have input into the design, execution and control of a health science laboratory project or research study.
- Analysis of clinical research data where appropriate according to research protocols.
- Perform experimental tests and procedures consistent with the ethically approved research protocols and any relevant study procedures.
- Assist in the preparation of research papers and manuscripts for publication and presentation at conferences and workshops, and in the writing of project reports, articles and other documents.
- Participate in the development of general goals for the research project and in the planning of the field and/or laboratory work under the direction of the Principal Investigators and key research personnel.
- Organise data for the preparation of proposals for new funding.
- Assure compliance with occupational health and safety and other risk reduction programs.
- Ensure research data is collected, stored and transmitted in accordance with ethical, cultural, confidentiality and compliance requirements in accordance with the Australian Code for the Responsible Conduct of Research, National Statement on Ethical Conduct in Human Research, Good Clinical Practice Guidelines, ethics approvals, study protocols, study specific procedures, Menzies policies, procedures and guidelines.
- Coordinate visits to participating communities in remote areas via either air or road (manual 4WD) under limited supervision if required.
- Demonstrate and maintain an understanding and awareness of relevant Workplace Health and Safety as well as Equal Opportunity principles and legislation along with a commitment to maintaining a healthy and safe workplace for all Menzies staff, students, volunteers and visitors.

### **Organisational knowledge**

- Understands the activities of the research project in which they are employed, and how that area of research interacts with other directly related research studies within the research programme. Good knowledge of organisational policies and procedures and of corporate support requirements such as Finance and Human Resources. A good understanding of the Menzies organisation requirements for research project management and good clinical practice guidelines.

## **RESEARCH NURSE LEVEL 3**

### **Training level or qualifications**

- Division 1 Nurse registered with Australian Health Practitioner Regulation Agency (AHPRA) with
- Postgraduate nursing qualifications (in addition to initial Nursing registration qualification) with several years relevant, proven experience in either a hospital or community-based health service setting. Qualifications examples include Graduate Diploma, Masters of Nursing and experience in project or clinical trial management related medical research projects.
- Or Significant experience in project or clinical trial management related medical research projects.

### **Typical role titles may include:**

- Clinical Research Manager
- Clinical Trial Coordinator
- Clinical Trial Manager

### **Award/Agreement equivalent**

- PAT staff Level 8 (Menzies Enterprise Agreement)
- Registered Nurse Grade 3 to 4 (Nurses Award)

### **Level of supervision**

- Operates under Direction of a Principal Investigator
- Expected to lead and work with limited supervision – operating under broad direction
- Adheres to reporting lines.

### **Dimensions of the role**

- Perform role using required nursing qualification and experience working with, and knowledge of, health issues affecting First Nations Australians including experience in health care service delivery and medical record systems.
- Key interactions include nursing staff, clinicians, researchers and their teams, external health services or community organisations, and study participants and/or their carers/legal guardian.
- Act as a consultant to junior medical staff and research staff.
- Coordinate or manage clinical trials.
- Team leader.
- Participate in design, execution and control of a health science laboratory project or research study and experimental tests and procedures in accordance with research protocols.

### **Judgement, independence and problem solving**

- Competent in making clinical decisions within scope of practice.
- Competent in a range of computer software used for data collection.
- Be authoritative reference for resolution for the area of research as well as provide guidance for problems in other related areas.
- Apply broad and structured approaches, is able to call on a significant amount of precedent in the resolution of problems.
- Uses network of subject matter experts extensively.
- Assist with teaching of nursing staff/study participants and others where appropriate.
- Demonstrate a commitment to continuing professional development and participate in performance review/appraisal system.

- Maintain effective communication processes with study participants, investigators and other members of the multi-disciplinary team to ensure information is appropriately shared.
- Maintain confidentiality of data, personal and sensitive information when dealing with study participants data and information in line with study protocols, standard operating procedures and Good Clinical Practice Guidelines.
- Work within and monitor standards of care within research protocols and department standards, policies and procedures to ensure adherence to, and delivery of, a high-quality service/research study.
- Build strong productive relationships within an organisation and collaborative external partnerships with people from diverse cultures and a wide range of stakeholders.

### Typical activities

The following typical activities may include but not limited to the following:

- Practice at all times within relevant Acts and legislation.
- Establish and manage appropriate processes for effective clinical trial management including development of work activity plans, study protocols, milestones and deliverables, reporting requirements, governance and ethics; contractual obligations; risk management and mitigation planning; monitoring participant recruitment and follow up, eligibility assessment, and obtaining informed consent.
- Oversight the preparation and administering of study medications in accordance with ethically approved study protocol.
- Ensure medication accountability and storage is consistent with study procedures.
- Oversight of any medicinal products including storage, accountability and destruction.
- Manage the governance of the clinical trial in accordance to executed agreements, including reporting adverse events, protocol deviations and violations.
- Oversee and manage the budget for the Research Program/Clinical Trial(s), liaising with the Business Manager and Finance team as required.
- Employ, train, supervise and support the other members of the research team, in trial methods in accordance with the Study Protocol. Coordinate Trial Management Committee Meetings or Investigator Meetings, team meetings and oversight meeting protocols and actions arising.
- Ensure that the conduct of the clinical trial including data collection and storage occurs in accordance with Good Clinical Practice (GCP) Guidelines, ethics approvals, Study Protocol, cultural guidelines, study specific procedures, the Australian Code for the Responsible Conduct of Research, National Statement on Ethical Conduct in Human Research, and Menzies policies and procedures.
- Write, maintain and update all clinical trial documentation such as site investigator files, study specific procedures and/or standard operating procedures, study protocol, , information sheets, medical records review, informed consent, questionnaires, data quality and assurance, confidentiality and integrity management, and specimen collection, storage and transportation to laboratories; and ensuring that data and specimens are high quality and collected and secured appropriately in accordance with ethical, cultural and confidentiality requirements.
- Collect all trial data, ensuring that it is stored and transmitted appropriately in accordance with ethical, cultural and confidentiality requirements.
- Ensure oversight of data quality and monitoring as required for size and risk of the study
- Communicate and coordinate effectively with study participants, research team and other key stakeholders, including other health staff.
- Approve and oversee visits to participating communities in urban and remote areas via light aircraft or road (manual 4WD) for community consultation and research feedback and translation under limited supervision.
- Assist senior research staff as required in the regular review and monitor of the clinical trial budget and budget forecasts, financial statements and expenditure monitoring including reporting expenditure in accordance with agreed budget allocations and timelines and financial operations including procurement and business processes, and relevant financial and research reporting.
- Contribute to manuscripts, publications and presentations based on research results and findings including submissions to peer reviewed journals in accordance with agreed research objectives.
- Demonstrate and maintain an understanding and awareness of relevant Workplace Health and Safety as well as Equal Opportunity principles and legislation along with a commitment to maintaining a healthy and safe workplace for all Menzies staff, students, volunteers and visitors.

- Act as patient advocate at all times.
- Contribute as required to conference papers and publications from the research activity.
- Supervision of research support staff involved in that research. Recruitment and selection of staff as required including planning and allocating staff resources, development, coaching and mentoring research staff to deliver trial outcomes and continuous quality improvement.
- Guidance in the research effort of junior members or research-only staff in their area.
- Contribution to the preparation, or where appropriate individual preparation, of research proposal submissions to funding bodies.
- Involvement in professional activities including attendance at conferences and seminars in field of expertise.
- Administrative functions primarily connected with area of research.
- Co-supervision, of student research projects in field of expertise
- Attendance at meetings associated with research and / or membership of a limited number of committees.

### **Organisational knowledge**

- Understands their research and how it relates to other Divisional and Organisational research initiatives. A very good understanding of corporate support systems and arrangements for financial management and human resources support. Able to provide leadership related to Good Clinical Practice guidelines.

## SIGNATORIES

### Menzies School of Health Research ABN 70 413 542 847

Alan Cass  
Director  
Menzies School of Health Research  
John Mathews Building (Building 58)  
Royal Darwin Hospital Campus, Rocklands Drive  
Casuarina NT 0810



Signed:

Date: 02/08/2023

### Employee Nominated Bargaining Representatives:

Melita McKinnon  
Employee Nominated Bargaining Representative  
Menzies School of Health Research  
John Mathews Building (Building 58)  
Royal Darwin Hospital Campus, Rocklands Drive  
Casuarina NT 0810



Signed:

Date: 03/08/2023

Yomei Jones  
Employee Nominated Bargaining Representative  
Menzies School of Health Research  
John Mathews Building (Building 58)  
Royal Darwin Hospital Campus, Rocklands Drive  
Casuarina NT 0810



Signed:

Date: 03/08/2023

### Australian Nursing and Midwifery Federation

Catherine Hatcher  
ANMF NT Branch Secretary  
Caryota Court,  
Coconut Grove, NT 0810



Signed:

Date: 03/08/2023

### National Tertiary Education Union

Damien Cahill  
General Secretary  
National Tertiary Education Union  
Level 1, 120 Clarendon St  
Southbank VIC 3006



Signed:

Date: 03/08/2023

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2023/2696

Applicant: Menzies School of Health Research

## **Section 185 – Application for approval of a single enterprise agreement**

### **Undertaking – Section 190**

I, Alan Cass, Director, have the authority given to me by Menzies School of Health Research (Menzies) to give the following undertakings with respect to the Menzies School of Health Research 2022 Enterprise Agreement (Agreement):

#### **1. Clauses 43.1, 43.2 and 43.3 are amended as follows:**

43.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1981 (NT)* regardless of where they are located within Australia. Where the long service leave legislation within States and Territories of Australia other than the Northern Territory has entitlements which are more beneficial than the *Long Service Leave Act 1981 (NT)*, employees who are located within those states or territories will receive the more beneficial entitlement.

43.2 The rate of pay for long service leave and the definition of continuous service will be as prescribed by the long service leave legislation in the relevant State or Territory in Australia for each employee.

43.3 For employees who have an aggregate of 10 years continuous service with Menzies and an IPRE, the following provisions apply:

- (a) For the purposes of clause 43.3(b), "Immediately, preceding, relevant employer (IPRE)" means an employer prior to Menzies with whom the employee had at least 5 years of continuous employment and where the break in the continuity of service from that employment and employment with Menzies is not more than 2 months.
- (b) Employees with an aggregate of 10 years continuous service with Menzies and an IPRE will be entitled to take available pro-rata long service leave. That pro-rata long service leave payment by Menzies will be limited to the amount attributable to each full year of continuous service with Menzies unless an additional entitlement has been agreed in terms of sub-clauses 43.11, 43.12 and 43.13.

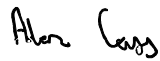
#### **2. Clause 26 Supported Wage**

Menzies undertakes that where an employee is eligible for a supported wage, they will be paid the applicable rate of pay under the Agreement at 101% of the relevant assessed capacity rate applicable under the Supported Wage System.

### **3. Shift Workers (Clause 27.5)**

Menzies undertakes that should it engage a shift worker as per clause 27.5 of the Agreement, a shift worker will be paid the applicable shift loading rate for weekend work at the applicable equivalent Award rate of pay as prescribed in the relevant Modern Award.

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



**Alan Cass**  
**Director, Menzies School of Health Research**  
Date: 28 August 2023