



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Batchelor Institute of Indigenous Tertiary Education T/A Batchelor
Institute**
(AG2019/3726)

**BATCHELOR INSTITUTE OF INDIGENOUS TERTIARY EDUCATION
UNION ENTERPRISE AGREEMENT 2018-2020**

Educational services

COMMISSIONER PLATT

ADELAIDE, 6 NOVEMBER 2019

*Application for approval of the Batchelor Institute of Indigenous Tertiary Education Union
Enterprise Agreement 2018-2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2018-2020* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Batchelor Institute of Indigenous Tertiary Education T/A Batchelor Institute. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 10 October 2019.

[3] On 17 October 2019, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking

[4] On 28 October 2019, a hearing was conducted.

[5] The Applicant has submitted an undertaking in the required form dated 4 November 2019. The undertaking deals with the following topics:

- Severance pay for fixed-term employees will be no less than the notice period as specified in s.119 of the Act.
- The notice period for termination of employment set out in clause 52.1 in the Agreement will also apply for the purposes of abandonment of employment.
- Fixed-term General Staff acting in a senior staff member's role who are employed above an AO8 on a fixed term contract will receive the following minimum salaries:

- E01.1 rate \$133,710, 2018 \$137,053, 2019 \$139,109, 2020 \$141,195
- E01.2 rate \$139,059, 2018 \$142,535, 2019 \$144,674, 2020 \$146,844
- E01.3 rate \$144,621, 2018 \$148,237, 2019 \$150,460, 2020 \$152,717

- In relation to clause 28 of the Agreement, “Employee Ceasing Employment” refers to notice to be given to the employer by an employee.
- The Applicant has inserted a National Employment Standards (NES) precedence clause.

[6] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[7] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[8] United Voice, the National Tertiary Education Industry Union and the Australian Education Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

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

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 30 June 2020.



COMMISSIONER

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Batchelor Institute

of Indigenous
Tertiary Education

Union Enterprise Agreement

2018- 2020

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.

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PART 1. APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2018–2020.

2. Table of Contents

3. Objectives of Agreement

- 3.1. This agreement provides an industrial relations framework within which the Institute can work towards the achievement of its strategic plan and further consolidate and develop its position as a specialist provider of tertiary education, training and research for Aboriginal and Torres Strait Islander students.
- 3.2. The Institute will endeavour to maintain current staffing establishment levels. There will be no existing staff losing their jobs as a direct result of implementation of this agreement.
- 3.3. Subject to variations in funding levels, the Institute may vary its staff profile to meet emerging needs.

4. Anti-Discrimination

Nothing in this agreement is taken to affect; any different treatment, or treatment having different effects, which is specifically exempted under Commonwealth or Northern Territory Anti-Discrimination legislation.

5. Application

- 5.1. This agreement applies to all academic and general staff employees of the Institute.
- 5.2. A Senior Staff member is defined as an employee who is in receipt of a base salary, excluding superannuation greater than of an AO8 or ACE. A Senior Staff member may be offered a fixed term contract of up to five years for employment or for a specific component of their duties. Subject to negotiation, successful internal applicants for a Senior Staff position may return to their former, substantive position or a position at the same level at the expiry of the contract unless otherwise stated in their contract. Such contracts may be renewed by mutual agreement. All terms of this Agreement shall apply to the employment of Senior Managers with the exception of:
 - 5.2.1. Employment categories (Clause 27)
 - 5.2.2. Leave entitlements (Clause 57)
 - 5.2.3. Flexi time (sub-clause 18.12)
 - 5.2.4. Salary rates and increases (Clause 16)
 - 5.2.5. Part 11 (Clauses 89; 90; 91; 92)
 - 5.2.6. Fixed term employment (sub-clause 29.3)

6. Definitions

- 6.1. **Act** means the Batchelor Institute of Indigenous Tertiary Education Act.
- 6.2. **Academic staff** shall mean and refer to those employees of BIITE, other than general staff employees who hold an academic appointment, or who are employed to carry out higher education teaching and/or academic research under the provisions of this agreement.
- 6.3. **Agreement** means the Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2018–2020.

- 6.4. **Casual employment** means the employment of a person engaged by the hour and paid on an hourly basis a payment that includes a loading of 25% in lieu of sick leave, annual leave, and annual leave loading. Service as a casual employee shall count towards service related benefits if employment transfers to either fixed term or continuing employment.
- 6.5. **Council** means the Batchelor Institute of Indigenous Tertiary Education Council.
- 6.6. **Consultation** means a process whereby the Institute and/or employees and/or parties to the Agreement exchange information about a matter or issue, hold discussions to explain points of view and take into account each other's views.
- 6.7. **Continuous service** means service with the Institute, providing that no more than six month break has occurred between periods of employment.
- 6.7.1. **Service** shall mean total length of 'continuous service', full-time or otherwise, as an employee of the Institute in regard to all service related benefits of the Enterprise Agreement.
- 6.8. **De facto partner** in relation to an employee means:
- 6.8.1. A person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of same sex or different sexes); and
- 6.8.2. Includes a former de facto partner of the employee.
- 6.9. **Director** is the person from time to time holding the office of Director/Chief Executive Office in accordance with the Act.
- 6.10. **Employee** shall mean and refer to a member of staff employed by the Institute under the terms and conditions of the Agreement.
- 6.11. **Employer** shall mean and refer to the Batchelor Institute of Indigenous Tertiary Education.
- 6.12. **Fixed term employee** is an employee engaged under the conditions described in Clause 29 of this Agreement.
- 6.13. **FWC** means Fair Work Commission; the body established by Section 575 of the Fair Work Act 2009.
- 6.14. **General staff** means an employee of the Institute other than academic staff employees.
- 6.15. **Health professional** shall mean a registered medical practitioner, registered nurse or nurse practitioner, registered physiotherapist, chiropractor, osteopath, optometrist, pharmacists and clinical or counselling psychologist or psychiatrist.
- 6.16. **Immediate family** shall mean and refer to an employee's partner or de facto (includes partners of the same sex); their child (including their adopted child, stepchild or ex-nuptial child), parent, brother, sister, grandparent, grandchild, mother in-law, father in-law and brother in law or sister in-law
- 6.17. **Incremental progression** means the annual movement from one salary point to another salary point within a classification level (such as AO3.1 to AO3.2).
- 6.18. **Institute** shall mean Batchelor Institute of Indigenous Tertiary Education, its facilities, annexe, study centres or other facilities throughout Australia that are used for administration and/or the delivery of education.

- 6.19. **Misconduct** shall mean and refer to conduct which is not serious misconduct as defined, but which is nonetheless conduct that is unsatisfactory.
- 6.20. **Salary** shall mean and refer to the total remuneration an employee is entitled to receive for performing their ordinary hours of duty including allowances or other like payments but shall not include overtime, penalty rates, shift allowance, superannuation payments.
- 6.21. **Part-time employee** shall mean and refer to an employee engaged to work less than the ordinary weekly hours specified for a full-time employee. Salary and entitlements are calculated on a pro-rata basis reflecting the hours employed.
- 6.22. **Parties** mean and refer to the Parties of the Agreement.
- 6.23. **Remote locality** as defined in the Northern Territory Public Sector remote locality schedule determined by the Commissioner for public employment from time to time.
- 6.24. **Representative** shall mean a person nominated by an employee to undertake representations on behalf of the employee to the Institute. The representative may be: a union employee or elected representative, another employee, a third party in accordance with the Institute's disputes resolution procedures but may not be a practicing barrister* or solicitor*.
*Note: this exclusion does not apply where the dispute relates to the proper application of the agreement.
- 6.25. **Resignation** shall mean and refer to an employee of the Institute terminating their employment at the initiative of the employee on a nominated date by the employee in accordance with the provisions of this agreement.
- 6.26. **Salary** shall mean and refer to the total remuneration an employee is entitled to receive for performing their ordinary hours of duty. Including allowances or other like payments but shall not include overtime, penalty rates, and superannuation payments.
- 6.27. **Serious misconduct** shall mean:
- 6.27.1. Serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to carrying out the employee's duties and/or
 - 6.27.2. Serious dereliction of duties required to be undertaken by the employee and/or
 - 6.27.3. Conviction by a court, which constitutes a serious impediment to the kind referred to in paragraph (6.27.1) hereof.
- 6.28. **Service** shall mean and refer to the length of continuous service full-time or otherwise as an employee of the Institute. See sub-clause 6.8.1.
- 6.29. **Union(s)** shall mean and refer to the Union(s) listed as party to the Agreement.
- 6.30. **Termination** of employment means termination of employment at the initiative of the Institute in accordance with the provisions of this agreement and in accordance with the Fair Work Act.
- 6.31. **NTG** refers to the Northern Territory Government.

7. Period of Operation and Parties to the Agreement

- 7.1. This agreement comes into force 7 days after the date of approval by Fair Work Australia in accordance with Part 2.4 Division 4 Subdivision B of the Act and has a nominal expiry date of 30 June 2020.
- 7.2. This agreement has been negotiated between the Batchelor Institute of Indigenous Tertiary Education and the listed Unions (Parties):
- 7.2.1. The National Tertiary Education Industry Union (NTEIU)
 - 7.2.2. The Australian Education Union NT Branch (AEU)
 - 7.2.3. United Voice (UV)

8. Relationship to Act and Award

- 8.1. This agreement replaces and rescinds the Batchelor Institute of Indigenous Tertiary Education Enterprise Agreement 2015-2017. Nothing in this agreement shall affect the rights conferred on staff by Section 4 of the schedule to the *Batchelor Institute of Indigenous Tertiary Education Act 1999*.
- 8.2. This agreement operates to the exclusion of and wholly replaces all relevant awards and agreements which may otherwise, but for this Clause apply to those staff whose employment falls within the scope and coverage of this agreement.

9. Negotiation of New Agreement

Negotiations for a new agreement will commence three months prior to the nominal expiry of this agreement or at an earlier time agreed to by the parties in writing.

10. Availability of Agreement

Copies of this agreement shall be kept on the employers' premises and be made available electronically on the Institute's website. Hard copies shall be provided to an employee by the Institute on request.

11. Joint Consultative Group

- 11.1. The Parties continue their commitment to consultation and communication through the operation of a Joint Institute - Union Consultative Group (comprised of Union representatives from the Union party to the agreement). The Institute is committed to open discussion and direct consultation with employees and their unions about work place issues including the introduction and variation of policies, procedures and guides that affect the employment conditions of Institute staff. No amendments that have the effect of changing employment conditions will be made to these guides without prior consultation with the Unions party to this Agreement.
- 11.2. The Institute is committed to open discussion with employees and their unions on the introduction of change that may lead to jobs becoming redundant (Part 12 Clause 93). Consultation will focus on measures to reduce job loss and the adverse effects of change including measures to mitigate these affects.

12. Disputes Settling Procedure

All employees and the Institute have an interest in the proper application of the Agreement. Where any dispute arises concerning any matter arising under this Agreement, National Employment Standards or any other employment matters, the following procedure shall apply:

- 12.1. An Employer or Employee may appoint another person, organisation or association to accompany and /or represent them for the purpose of this Clause. The Employer recognises the Union as a representative of an employee who is a member of the Union under these procedures.
- 12.2. In the first instance an Employee or their representative(s), must notify the appropriate representative of management of the dispute in writing ('the dispute notification'). An appropriate representative of management may be the relevant line manager or if the Employee believes the line manager is not appropriate the Employee may ask the Human Resources Manager to refer the matter to another office. A Union party to this Agreement may also initiate this procedure by raising a dispute with the Institute in writing.
- 12.3. The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to Clause(s) of the Agreement or the National Employment Standards in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the Human Resources Manager. The Employee(s), Employee representative(s) if one has been appointed, and management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.

- 12.4. Where after the completion of sub-clause 12.3, the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 12.5. Where the dispute is not resolved following the steps sub-clause 12.3 to 12.4, the matter may be referred by either party to the dispute to the Fair Work Commission for resolution by mediation and /or conciliation and, if necessary, arbitration.
- 12.6. If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.
- 12.7. The parties agree to be bound by and implement any decision of the Fair Work Commission subject to either party exercising a right of appeal against the decision of the Fair Work Commission to the full bench.
- 12.8. Until the dispute resolution procedures referred to in sub-clauses 12.1 to 12.7 have been exhausted:
 - 12.8.1. work shall continue in the normal way;
 - 12.8.2. no industrial action shall be taken by a party in respect of the matter that is the subject of the dispute; and
 - 12.8.3. the parties to the dispute shall not take any other action likely to exacerbate the dispute.

13. Policies, Procedures, Guidelines and Tools

- 13.1. Institute policies, procedures, guidelines and tools are designed to give effect to and detailed support for the matters covered in this agreement but do not form part of the Agreement.
- 13.2. Nothing in this Agreement shall be taken as incorporating, as a term of this Agreement, any Institute policy, procedure, guidelines or tools referred to in this Agreement.

14. Individual Flexibility Arrangements

The Institute and any employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

- 14.1. The arrangement permits the employee to work a reduced number of weeks over a 12 month period and take additional leave, with a proportionate reduction in their salary in addition to the leave provided for in Clause 57.0, and any loadings to which they are entitled;
- 14.2. The arrangement meets the genuine needs of the Institute and employee in relation to one or more of the matters referred to in sub-clause 14.1.
- 14.3. The arrangement is genuinely agreed to by the Institute and the employee.
- 14.4. The Institute must ensure that the individual flexibility arrangement:
 - 14.4.1. is in writing;
 - 14.4.2. includes the name of the Institute and the employee;
 - 14.4.3. is signed by the Institute and the staff member and, if the employee is under 18 years of age, is signed by a parent or guardian of the staff member; and
 - 14.4.4. includes details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.
- 14.5. The Institute must ensure that the terms of any individual flexibility arrangement:
 - 14.5.1. are about permitted matters under Section 172 of the Fair Work Act 2009;
 - 14.5.2. are not unlawful terms under Section 194 of the Fair Work Act 2009;

- 14.5.3. result in the employee being better off overall than he or she would be if no arrangement was made; and
- 14.5.4. do not result in the employee being provided with any payment or benefit that is inconsistent with the National Employment Standard under the Fair Work Act 2009.
- 14.6. The Institute must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.
- 14.7. The Institute or the employee may terminate the individual flexibility arrangement:
 - 14.7.1. by giving 28 days written notice to the other party to the agreement; or
 - 14.7.2. if the Institute and employee agree in writing, at any time.

15. No Further Claims

The parties to this Agreement agree not to pursue any further claims relating to matters covered by this Agreement, prior to its nominal expiration, unless specifically contemplated in this Agreement.

PART 2. SALARIES, RELATED ALLOWANCES & SUPERANNUATION

16. Salaries

Rates of pay as applying under this Agreement will be as detailed in Attachment 1 and adjusted in the first pay period in March 2018, 2019 and 2020 by the following agreed increases:

March 2018 (first pay week) ALL classifications	2.5%
March 2019 (first pay week) ALL classifications	1.5%
March 2020 (first pay week) ALL classifications	1.5%

17. Hours of Work (General Staff)

- 17.1. The ordinary hours of duty for full-time employees will be 36.75 hours per week, except employees in the Physical Classifications ordinary hours will be 38 hours per week, with a span of hours from 5.30am to 7pm.
- 17.2. Part-time employment means employment for less than ordinary hours, for which all award entitlements are paid on a pro-rata basis calculated by reference to the time worked. Part-time employees are employed for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant Clauses of this agreement. Upon the engagement of a part-time employee, the employer and the employee will agree on a regular pattern of work specifying at least which days will be worked, including actual starting and finishing times each day.
- 17.3. Except as provided for under the flexible working hours provisions, the ordinary hours of duty will be worked continuously. Meal breaks do not break continuity. An employee may not work more than five hours without a meal break.
- 17.4. Programmed Day Off
- 17.4.1. Employees in the physical classification may vary their working hours to the extent that, without breaching any other working conditions, working hours can be arranged to allow a total of 19 working days in any four-week period, with the twentieth day taken as a programmed day off (PDO) without the loss of income or alteration in the total rostered hours for any four week period.
- 17.4.2. Programmed Days Off shall be taken as they fall due on a Monday or Friday unless the weekend includes a public holiday in which case the next available working day shall be taken.

18. Overtime and Related Allowance (General Staff)

- 18.1. The Institute may require an employee to work reasonable overtime. The employer must not request or require an employee to work more than the number of hours specified in s.61(2) of the Fair Work Act 2009 unless the additional hours are reasonable. To this end the Institute shall maintain and apply a policy that prescribes the use of overtime. The policy shall give effect to the following definitions and entitlements regarding overtime.
- 18.2. Duty is considered overtime, where it is performed by direction, or if circumstances do not permit prior direction, is subsequently approved in writing:
- 18.2.1. Monday to Friday outside the span of ordinary hours (5.30 am to 7pm);
- 18.2.2. Monday to Friday during the span of ordinary hours but beyond the length of time

a fulltime employee is required to work on the day concerned; or

- 18.2.3. a Saturday, Sunday or Public Holiday.
- 18.2.4. No employee shall be required to work in excess of 40 hours overtime in any four-week period.
- 18.3. General Staff employees classified at level AO7 and above are not eligible for paid overtime.
- 18.4. Full-time employees classified at level AO7 and above, may with prior approval, accrue Time Off In Lieu (TOIL), to a maximum of 40 hours. Where it is not practicable to take leave equivalent to the amount of TOIL accrued in a period of eight months after the overtime is worked, an employee shall be paid for the numbers of hours overtime worked at the accrued rate of pay.
- 18.5. Part-time employees shall be paid at the normal hourly rate for additional hours worked as long as the total amount worked does not exceed the ordinary hours of duty for a full-time employee as stipulated in sub- clause 17.1. Any additional hours worked in excess of fulltime hours are paid at overtime rates or for employees classified at AO7 and above, accrue as TOIL.
- 18.6. Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- 18.7. An employee's salary for calculating overtime will include higher duties and other allowances.
- 18.8. The following formula will be used to calculate an employee's equivalent hourly rate:

$$\frac{\text{annual salary}}{313} \times \frac{6}{\text{prescribed weekly hours before overtime is payable}}$$

- 18.9. Payment for Overtime for on call attendance or work performed outside the span of hours. (excluding Academic Staff and General Staff at AO7 and above)

Classification	Mon-Sat	Sunday	Public Holiday	Min. Payment
Administrative, Professional, Technical	First 3 hours' time and a half, then double time	Double time	Double time and a half	4 hours
Physical	First 2.5 hours' time and a half, then double time	Double time	Double time and a half	4 hours

* Note any subsequent calls received within the minimum payment period, do not attract an additional payment.

- 18.10. Exceptions to Standard payment for overtime

Type of Duty	Rate of Pay	Payment
On Call Allowance	Between 7pm and 7am: 102% of ordinary hourly rate. Between 7am and 7pm: 41% of ordinary hourly rate.	One hour

18.11. Shift Work

18.11.1. An employee will be considered a shift worker when rostered to perform ordinary hours of duty outside the period 6.30 am to 6pm Monday to Friday, and or Saturdays and Sundays or public holidays for an ongoing period:

18.11.2. Shift Allowance Schedule: Ordinary Time

Hours worked	Payment in addition to ordinary salary
Between 6.00pm and 6.30am	15%*
4-week shift rotation, between 6pm-8am	30%*
Saturday	50%
Sunday	100%
Public Holidays	150%

18.11.3. *Shift allowance applies to all hours worked in a shift where any part of the shift falls within the specified times – e.g. where a shift is worked from 2pm to 10pm, the shift attracts a 15% shift allowance.

18.11.4. Shift Work Payment for Overtime

Incidence of Overtime	Rate	Minimum payment**
Saturday and Sunday	Double time	4 hours
Public Holiday	Double time and a half	3 hours

18.11.5. **The minimum payment provision is inclusive of meal breaks and is not applicable when overtime is continuous with ordinary hours of work.

18.11.6. Shift allowances are not payable when an employee is on approved recreation leave, or when the hours worked, attract another form of penalty payment provided for in this agreement.

18.11.7. A shift worker, who is required to perform a full shift on a Sunday in addition to ordinary hours worked, will be granted one day off during the next six days, or else payment equivalent to the hours worked on that Sunday at the ordinary rate of pay.

18.11.8. A shift worker who consciously objects to duty on a Sunday is entitled to seek to furnish a substitute.

18.12. Flexi time

18.12.1. The Institute will maintain a policy on the use of flexi time.

18.12.2. Taking of flexi time is by mutual agreement between the employee and the supervisor of a work unit, taking into account operational needs.

18.12.3. Hours worked under a flexi time arrangement must fall within the ordinary span of hours as prescribed by sub-clause 17.1.

18.12.4. An employee who has made an arrangement with their supervisor to work additional hours will have the right to hold a maximum number of 15 flexi time credit hours until taken. No further additional hours will be allowed to be accumulated until the existing credits are taken.

18.12.5. An employee who has made an arrangement with their supervisor to work fewer hours may carry a maximum of 15 flexi time debit hours. Where an employee has 15 flexi time debit hours at the end of 4 weeks, the employee is required to submit an application for leave for the excess hours.

18.13. Incremental Progression

- 18.13.1. This clause applies to all full-time and part-time employees, and to fixed-term employees who are employed for one or more periods of fixed-term employment totalling 12 months or longer.
- 18.13.2. Incremental progression applies to employees after 12 month service as described in 18.13.1 above. The incremental period is extended by any period of unpaid leave.
- 18.13.3. A deferral of an increment following, a performance management cycle, is only effective if it is advised to the Human Resources Unit 3 months before it is due and states the reason for such action and the remedial action to be instituted by the employee and supervisor to enable the employee to meet the requirements for subsequent approval of the increment.

19. Northern Territory Allowance

- 19.1. For the purpose of the Clause 19 – ‘Dependent in relation to an employee’ means:
 - 19.1.1. an employee's partner, including de facto partner where the relationship has been in existence for a minimum of six months and children under the age of 18 years, who permanently reside with the employee and who are not in receipt of income in excess of the weekly minimum adult wage including any Northern Territory Allowance or district allowance; or
 - 19.1.2. any other person approved by the Director for that purpose.
- 19.2. Any employee with a resident dependent is eligible to apply for the Northern Territory Allowance. Such applications will be made in writing to the Director. If the application is successful, payment will be made from the date of the application or else from an earlier date not preceding the last annual review date.
- 19.3. In order to be eligible for the Northern Territory Allowance the employee must have a resident dependent, on behalf of whom the employee's partner is not in receipt of a Northern Territory Allowance.
- 19.4. An employee in receipt of the Northern Territory Allowance will notify the Human Resources of any changes in the employee's living arrangements including the temporary relocation of a dependent. Human Resources will review the payment of the Northern Territory Allowance accordingly.
- 19.5. Northern Territory Allowance is paid on a seven-day week basis; is not payable during any period of leave without pay that is in excess of one day; is included in payment in lieu of recreation leave, and additional recreation leave; and is payable under certain circumstances for Long Service Leave in accordance with Clause 60.
- 19.6. The Institute may from time to time require information to verify eligibility

20. Higher Duties Allowance (HDA)

- 20.1. Where an employee is requested to undertake higher duties, the Director will at the request of an employee's line manager, and in consultation with the employee, approve the performance of higher duties. An employee who is required to act in a position of higher classification than that which the employee occupies shall be paid an allowance computed in accordance with this agreement. HDA appointments can only be for one classification level or the equivalent step if transferring between classifications, in exceptional circumstances meeting operational requirements, the Director may approve an HDA appointment above one level to a maximum of two levels
- 20.2. An employee is not entitled to receive a higher duties allowance unless the employee performs the duties of a higher designation for a period of not less than five working days if below A06/ACB and ten days if A06/ACB and above. Appointments in excess of 3 months require an internal expression of interest merit process and cannot exceed 12 months in

total.

- 20.3. Where an employee is asked to perform higher duties, the employee shall initially be paid at the first increment of the higher grade unless otherwise agreed. If the employee has additional qualifications and/or experience and is asked to apply those, a higher pay step may be negotiated.
- 20.4. An employee who, has completed the qualification periods in clause 20.2 immediately before proceeding on paid leave, shall continue to be paid such a higher duties allowance at the same rate which would have applied otherwise.
- 20.5. The period of employment at a higher duty designation shall count for incremental purposes at a substantive designation; and service towards increments applicable to a higher duty designation will be recognised if the employee is subsequently permanently promoted to the relevant higher designation or to a designation which is higher than the employee's substantive designation.
- 20.6. An Employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.

21. Remote Functions Allowance

Employees based in remote localities Categories 1, 2, or 3 as defined by the NTG, or in other locations determined by the Director, who are required as part of their defined duties to provide on-going support, tutoring or lecturing across different Divisions or Units will be eligible for an allowance of \$850.00 per semester, calculated on a pro-rata basis where applicable, paid retrospectively at the end of each semester on the basis of course reports approved by the relevant Head of Division or Unit.

22. Salary Sacrifice

Salary sacrificing is supported by the parties in accordance with Australian Taxation Laws.

23. Overseas Employment

Some staff members may be required to undertake work overseas as part of their employment. The Institute will pay all reasonable expenses incurred by the staff member while working overseas.

24. Superannuation

The Institute shall maintain existing superannuation arrangements including employer contribution level (10%) and eligibility and membership requirements. The default superannuation fund shall be Australian Super or any other fund which is compliant with the MySuper fund initiative.

NOTE: The Institute confirms its intention to work towards a 12% employer contribution by the target date of July 2021.

PART 3. EMPLOYMENT CATEGORIES AND WORK PLACE MANAGEMENT

25. Types of Employment

- 25.1. The purpose of this Clause is, amongst other things, to provide definition to the various types of employment used at the Institute, to ensure that employees are aware of the type of employment under which they are engaged, and to provide severance payments to some classes of fixed term employees as articulated in sub-clause 30.2.
- 25.2. Nothing in this Agreement shall limit the number or proportion of employees that the Institute may employ in a particular type of employment.

26. Requirement to State Terms of Engagement

Upon engagement, the Institute shall provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:

- 26.1. employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked;
- 26.2. a fixed term employee, the term of the employment, the length (starting and finishing dates of that employment) and terms of any period of probation, and, or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire. Refer to Clause 29 for more details;
- 26.3. casual employees, the duties required, the total hours over the specified period, the rate of pay/s for each class of duty required and a statement that any additional duties required during the term will be paid for;
- 26.4. any employee subject to probationary employment, the length and terms of the probation;
- 26.5. other main conditions of employment, or the documentary or other recorded sources from which such conditions can be ascertained, the identity of the employer, and the duties and reporting relationships to apply upon appointment.

27. Continuing Employment

- 27.1. **Continuing employment** means all employment other than fixed term employment and casual employment and is often referred to as **permanent**.
- 27.2. Continuing employment may either be on a full-time or fractional part-time basis and shall have no fixed end date.
- 27.3. Continuing employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee that the Institute intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

28. Employee Ceasing Employment

The notice period to be given:

- 28.1 General Staff a minimum of two weeks.
- 28.2 Academic Staff one semester period.

Senior Staff a minimum of three months. (sub-clause 5.2) The above notice periods can be reduced by agreement between the employee and the employer

29. Fixed Term Employment

29.1. **Fixed term employment** means employment for a specified term or ascertainable period. The contract for this employment will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire).

A fixed term employment contracts can total no more than three years and is limited to the following circumstances:

- 29.1.1. For work by an enrolled student of the Institute which is related to their course of study (provided that it is not a condition of employment that a person undertake a studentship)
- 29.1.2. A post-retirement contract where the staff member is a genuine retiree;
- 29.1.3. The staff member elected to change from continuing employment to a pre-retirement contract and will not be renewed;
- 29.1.4. The work performed by the staff member is predominantly related to discontinued programs and the position is not to continue;
- 29.1.5. The fixed term employment is for a specific task or project, or is funded by an identifiable funding source external to the Institute, not being funding that is part of an operating grant from the government or funding comprised of payments of fees made by or on behalf of students;
- 29.1.6. The fixed term employment is for the purpose of filling a temporary vacancy for an ongoing employee who is on leave, secondment or performing higher duties
- 29.1.7. To meet a curriculum requirement in vocation or professional education for recent practical or commercial experience.

29.2. Fixed term employment may either be on a full-time or fractional part-time basis.

29.3. Fixed term employment is not terminable, by the Institute, during the term of employment, other than during a probationary period, or for cause based upon serious or wilful misconduct.

29.4. Fixed term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee shall be advised of, and given an opportunity to make response to, any adverse material about the employee which the Institute intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

29.5. Any second or subsequent fixed term contract with the Institute shall not contain a probationary period unless the second or subsequent fixed term contract is for a position where the duties are substantially different.

30. Fixed Term Employment Notice and Severance Pay

30.1. A fixed term employee shall be entitled to:

30.1.1 Notice of Cessation or Renewal of Employment upon Expiry of Contract

30.1.1.1. The Institute shall provide to a fixed term staff member with a contract of 12 months or more, a written notice of eight weeks that at the expiry date of the contract the Institute intends to:

- 30.1.1.1.1. continue the position on a further fixed term contract basis;
- 30.1.1.1.2. continue the position on a continuing basis;
- 30.1.1.1.3. discontinue the position or a completion of circumstances under Clause 29.

30.1.1.2. Where the Institute has made a determination in accordance with sub-clause 30.1.1.1.1. or 2. above, the staff member will be given further employment in the fixed term or continuing position provided the staff member was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in the position;

30.1.1.3. Period of notice:

Less than 3 years	2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks

- 30.1.1.3.1. In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service shall be entitled to an additional week's notice. In addition to this notice, where an employee is on fixed term contract of more than 12 months the Institute and the employee will attempt to provide notice of up to one semester. There is to be no penalty on either side if this cannot be achieved;
- 30.1.1.3.2. Where, because of circumstances relating to the provision of specific funding to support employment, external to the Institute and beyond its control, the Institute is not reasonably able to give the notice required by this sub-clause, it shall be sufficient compliance with this sub-clause if the Institute advises those circumstances to the employee in writing at the latest time at which the notice would otherwise be required to be given; and gives notice to the employee at the earliest practicable date thereafter.
- 30.1.1.4. Where the Institute gives notice in accordance with sub-clause 30.1.1.1. and the staff member was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in the position, the staff member may apply for conversion to continuing employment on the same salary classification.
- 30.1.1.5. The Institute may refuse conversion on reasonable grounds, which may include, but are not limited to the following:
 - 30.1.1.5.1. The staff member is a student of the Institute;
 - 30.1.1.5.2. The staff member is a genuine retiree;
 - 30.1.1.5.3. The staff member elected to change from continuing employment to a pre- retirement contract;
 - 30.1.1.5.4. The work performed by the staff member is predominantly related to discontinued programs;
 - 30.1.1.5.5. The fixed term employment is for a specific task or project, or is funded by an identifiable funding source external to the Institute, not being funding that is part of an operating grant from the government or funding comprised of payments of fees made by or on behalf of students;
 - 30.1.1.5.6. The fixed term employment is for the purpose of filling a temporary vacancy or to meet a curriculum requirement in vocation or professional education for recent practical or commercial experience.

30.2. Severance Pay

Severance pay shall be payable, as outlined below, where:

- 30.2.1. the Institute has made a determination in accordance with sub-clause 30.1 .1.3.;
- 30.2.2. the staff member seeks to continue employment;
- 30.2.3. the staff member has been employed on a second or subsequent fixed term contract;
- 30.2.4. the staff member has entered into the second and/or subsequent fixed term contract after the date of certification of this Agreement.

Length of continuous service	Severance Pay
2 years or more but less than 4 years	4 weeks' pay
4 years or more but less than 5 years	5 weeks' pay
5 years or more but less than 6 years	6 weeks' pay
6 years or more but less than 7 years	7 weeks' pay
7 years or more but less than 8 years	7 weeks' pay
8 years or more but less than 9 years	8 weeks' pay
9 years or more but less than 10 years	9 weeks' pay
10 years and over	12 weeks' pay

- 30.3. Where the Institute advises a staff member in writing that further employment may be offered within six weeks of the expiry of a period of fixed term employment, then the Institute may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed term employment.

31. Casual Employment

Casual employment means the employment of a person engaged by the hour and paid on an hourly basis. A payment that includes a loading of 25% of all time worked related to Award-based benefits for which a casual employee is not eligible, (sick leave, annual leave, and annual leave loading). Casual employees will be paid on a fortnightly basis, after submitting a completed valid claim for payment with the Human Resources Section. Casual employment is not to be used to replace permanent or fixed-term employment.

31.1. Academic Casual Employees

- 31.1.1. A casual academic employee may be employed for a specific number of hours over a semester or a period of weeks and may agree to equalise salary payments over that period.
- 31.1.2. Casual academic employees will not be responsible for the employment or supervision of other employees.
- 31.1.3. Casual academic employees should only be involved in administration to the extent that it is necessary to support their academic responsibilities.
- 31.1.4. The definitions for casual academic employee classifications, and rates of pay, are contained in Part 15 of this Agreement. Conditions relating to marking and assessment performed by a casual academic employee are also contained in Part 15.
- 31.1.5. Over the life of this Agreement, the Institute shall provide casual academic employees, other than those employed on an occasional or ad hoc basis, with adequate and appropriate access to professional development opportunities, access to services, equipment, storage facilities and office space.

- 31.1.6. The Institute will make its best endeavours to ensure casual employment is used as a supplement to and not as a substitute for the creation of continuing and fixed term positions.
- 31.1.7. Casual academic staff, other than those employed on an occasional or ad hoc basis, shall be entitled to attend Directorate/Divisional meetings (including but not limited to Directorate forums) on the same basis as permanent academic staff.
- 31.1.8. Casual academic staff, other than those employed on an occasional or ad hoc basis shall be provided with the following resources and facilities on the same basis as permanent academic staff:
- library cards
 - access Learnline
 - out-of-hours access
 - telephone access
 - email accounts
 - network and intranet access
 - inclusion in the Institute's telephone book and web directory
- 31.1.9. Casual academic staff shall be eligible to apply for internally advertised Institute positions provided that they were in paid employment for the Institute in the current or previous semester.
- 31.1.10. Unless expressly excluded by agreement between the parties, casual academic staff shall be eligible to apply for any internal funding opportunities, including grants and professional development funds, on the same basis as permanent academic staff.
- 31.1.11. Casual academic staff who are employed to deliver a series of lectures, tutorials or demonstrations amounting to at least one contact hour per week for a complete teaching period, and who have not been employed previously by the Institute on this basis, or on a full-time or fractional time basis, are expected to attend a session of up to five hours for induction and/or policy familiarisation. Staff who attend such a session will be paid at the "other academic duties" rate for the length of the session.
- 31.2. Casual General Staff Employees
- 31.2.1. Overtime is only payable to casual general staff employees in respect of work on any one day in excess of the ordinary weekly hours of equivalent full-time employees.
- 31.2.2. The minimum period of engagement for a casual general staff employee will be three hours per day except where the casual:
- 31.2.2.1. is a student who is expected to attend the Institute on that day in their capacity as a student, in which case the minimum period of engagement will be one hour;
- 31.2.2.2. has a primary occupation elsewhere (or with the Institute), in which case the minimum period of engagement will be one hour;
- 31.2.2.3. requests and the Institute agrees to an engagement of less than the minimum three hours.
- 31.2.2.4. Where an offer of casual employment is made across a semester or a period of weeks, the casual employee and the Institute may agree to equalise fortnightly salary payments over that period.
- 31.3. This Agreement does not prevent an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties as long as it is consistent with the Institute's policies in relation to outside work.

32. Batchelor Institute Position Classification Standards

- 32.1. The Batchelor Institute of Indigenous Tertiary Education Position Classification Standards for academic positions shall continue to be applicable at the Institute. These Position Classification Standards describe the broad categories of responsibilities and are contained within the VET Capability Framework for use at Batchelor Institute – refer to Academic Board and VET Capability Framework Committee to Academic employees at different levels. The Standards are not exhaustive of all tasks in Academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels. It may be necessary to prepare specific statements of duties for particular positions.
- 32.2. Employees at all levels are expected to make a contribution to a diversity of functions within the Institute. Such functions include teaching, management, research and development, participation in professional activities and participation in the planning and governance of the Institute. The balance of functions may vary over time according to level, position and Institute requirements.
- 32.3. For General staff the classification standards are taken from the benchmark standards in the Job Evaluation Guide used by Batchelor Institute to assess the level of each role profile. Each position is assessed for job size against three dimensions; Expertise, Judgement and Accountability. All General staff positions are remunerated to a level based on the Job Evaluation process and the tables attached at Appendix 1 to the Enterprise Agreement.

33. Probation Period

33.1. Academic Probation

- 33.1.1. The purpose of probation is to establish whether an appropriate match has been made between the employee, the position and the work environment, and whether the employee is able to perform the required duties of the position satisfactorily;
- 33.1.2. Any person appointed to an academic position at the Institute for more than six months duration will be required to complete a probationary period;
- 33.1.3. Period of Probation
- 33.1.3.1. In determining the length of the probationary period, the Institute will take into account the employee's qualifications and experience and the duration of the appointment;
- 33.1.3.2. For fixed-term appointments, the probationary period will not be more than half of the duration of the appointment;
- 33.1.3.3. For continuing appointments, the probationary period shall be up to twenty-four (24) months. However, in those cases where it is necessary for the employee to demonstrate research and/or publication activity the probationary period may be up to thirty-six (36) months.
- 33.1.4. The employee will be advised of the length of the probationary period and the name and position of their supervisor prior to commencement of employment through the letter of offer or contract of employment;
- 33.1.5. At or as soon as possible after commencement of employment, the new employee shall be inducted, at which time, probation requirements shall be explained;
- 33.1.6. During the probationary period, the employee shall be subject to formal assessment and provided with continuing constructive counselling and support to confirm progress and/or identify difficulties and develop strategies for their resolution. The roles of the supervisor are to:
- 33.1.6.1. Review progress;
- 33.1.6.2. Provide constructive feedback on the employee's performance;
- 33.1.6.3. Discuss problems and concerns;

- 33.1.6.4. Provide assistance and advice;
 - 33.1.6.5. Identify and address any professional development needs;
 - 33.1.6.6. Clarify the requirements of the position; and
 - 33.1.6.7. Make a recommendation/decision to confirm or not to confirm employment, after a final review.
- 33.1.7. If the supervisor is not a Head of Directorate or other appropriate senior manager, the supervisor shall make a recommendation to the relevant senior manager. If the supervisor is a Head of Directorate or other appropriate senior manager, s/he shall decide on the action to be taken as a result of the final probation review;
- 33.1.8. Before the end of the employee's probationary period and as a result of the final probation review, the supervisor may recommend/decide that:
- 33.1.8.1. The appointment be confirmed in accordance with the contract of employment; or
 - 33.1.8.2. The appointment be terminated.
- 33.1.9 Termination of Employment
If the result of the final probation review is to terminate employment, three months' notice will be given, or by mutual agreement, payment in lieu thereof;
- 33.1.10 Appeals against Decision to Terminate Employment
Where the probation review process leads to a decision to terminate employment, the employee may elect to appeal;
- 33.1.10.1 Within ten working days of receiving written notice of the decision to terminate employment, a written appeal must be lodged with the Director;
 - 33.1.10.2 An Appeal Committee shall be established to hear the appeal. The Appeal Committee comprises:
 - 33.1.10.2.1 A senior academic nominated by the Director
 - 33.1.10.2.2 A nominee of the NTEU/AEU and
 - 33.1.10.2.3 A Chairperson mutually agreed between NTEU/AEU and the Director.

Wherever practicable, the members of the Appeal Committee will be academics holding continuing appointments and from a cognate discipline.
 - 33.1.10.3 The probationary employee and the supervisor who made the decision subject to the appeal may each elect to be assisted or represented by an agent, other than a practising solicitor or barrister, in the proceedings of the Appeal Committee;
 - 33.1.10.4. The Appeal Committee shall conduct proceedings as expeditiously as possible and in accordance with the principles of fairness and natural justice. Proceedings shall be conducted in camera. The Appeal Committee shall take such material into account as is believed to be necessary and appropriate. Any person may be interviewed, provided that the member of staff and the supervisor and their agents have the right to make submissions, challenge evidence, and be present during all interviews;

33.1.10.5. The Appeal Committee shall prepare a written report to the Director and shall make a recommendation to:

33.1.10.5.1. Dismiss the appeal or

33.1.10.5.2. Uphold the appeal such that the employment of the employee is confirmed in accordance with the employment contract.

33.1.11 The Director may seek advice and/or clarification on any recommendation from the Chair of the Appeal Committee;

33.1.12. The Director may approve or not approve the recommendation of the Appeal Committee. Should the Director decide not to approve the recommendation, he/she will provide a written statement setting out the reasons to the Chair of the Appeal Committee. A copy of this statement shall also be provided to the employee;

33.1.13 The Director's decision shall be final.

33.2 General Staff Probation

33.2.1 The purpose of probation is to establish whether an appropriate match has been made between the employee, the position and the work environment, and whether the employee is able to perform the required duties of the position satisfactorily;

33.2.2 Any person appointed to a position at the Institute for more than six months duration will be required to complete a probationary period;

33.2.3 Period of Probation

33.2.3.1 In determining the length of the probationary period, the Institute will take into account the employee's qualifications and nature of the position;

33.2.3.2 For fixed-term appointments, the probationary period will not be more than half of the duration of the appointment;

33.2.3.3 For continuing general staff appointments, the probationary period will be up to six months.

33.2.4 During the probationary period, the employee's performance and behaviour in the workplace shall be subject to formal assessment, and the employee shall be provided with continuing constructive counselling and support to confirm progress and/or identify difficulties and develop strategies for their resolution;

33.2.5 Before the end of the employee's probationary period, and as a result of the final probation review, the employee will be informed whether the appointment is to be confirmed or not. In the case of non-confirmation, a general staff employee will be given notice according to the minimum period of notice provided in the National Employment Standards;

33.2.6 Termination of Appointment

33.2.6.1 Where the final probation report to the Director indicates a recommendation to annul the appointment, the Director shall give an opportunity to the employee and, if the employee so chooses, their representative, to hold a face-to-face meeting with him/her before a final decision is made. The meeting will provide an opportunity for the employee to make a case for further consideration or provide additional evidence on why the appointment should not be annulled. The Director shall consult with the Manager, Human Resources prior to meeting with the relevant employee.

33.2.6.2 The Director's decision is final.

PART 4. ACADEMIC WORKLOADS

34 Structure of Academic Teaching Year

Appropriate teaching and administrative support facilities will be available over the teaching year. Individual employees will not be required to deliver course content for more than 32 weeks of the year.

35 Workloads Establishment and Regulation

- 35.1 It is recognised that the workloads referred to are a combination of self-directed and assigned tasks. Workloads that are assigned should be reasonable and equitable.
- 35.2 On occasions, employees in the pursuit of their discipline, and in ways that will enhance their teaching, and professional, responsibilities, may, with the approval of the delegated manager, undertake their duties in places other than their formal workplace. Employees are required at all times to be contactable and to keep their supervisor informed as to their whereabouts.
- 35.3 In determining the allocation of workloads, the Institute will have regard to the following modes of course delivery: online, face-to-face and mixed, the number and level of the course the academic teaches, whether teaching and administration takes place across schools and internationally, research, professional development, internal and external professional work, field work supervision and travel.
- 35.4 In determining what are reasonable hours the Institute will have regard to the following: the total number of teaching hours and or required hours worked on a given day and whether or not such hours are worked without a break; the volume of night work/after dark relative to the overall workload; and the academic's community and family needs/responsibilities.
- 35.5 Any Academic staff on approved leave within the Academic Calendar will be replaced at the nominal academic classification.
- 35.6 Full-time Academic Staff (Teaching and Research) will be allocated a workload that can be completed within an average of 36.75 hours a week. No academic will be required to work on public holidays and/or weekends without agreement. No academic will be required to teach overseas without agreement.
- 35.7 The class size for tutorials, seminars and laboratory groups shall take into account such factors as the nature of the activity, safety requirements, and availability of teaching facilities.
- 35.8 The fraction of employment for part-time academic staff is based on the teaching hours required divided by the teaching hours of a comparable full-time academic, and then applied to a nominal 36.75 hours per week. During the normal weekly hours of employment, part-time academic staff are required to provide the full range of normal teaching and associated duties and be available on campus for some or all of the nominal hours of employment. In addition to the general information required in an offer of employment, the contract of a part-time employee will also state the fraction of employment.
- 35.9 The Course Coordinator role encompasses course planning, course design and development, course delivery, selection of educational resources, assessment, students' learning outcomes and course evaluation.

- 35.10 When either Unit Number or EFTS/AHC, as indicated in the following table are reached, a workloads review will be triggered under clause 36.0

Academic Classification	Units	AHC
C	4	5.000
B - Course Coordinator	6	8.000
B	8	12.000
A	8	12.000

36 Workloads Board of Review

- 36.1 Where, after the consultation referred to under sub-clause 35.3 an employee objects to the workload assigned by the Head of Division or other work unit (or their nominee) the matter will be referred to a Workloads Board of Review for consideration.
- 36.2 An employee may only be allocated a teaching workload in excess of the amounts indicated in this table after review by a designated Workloads Board of Review consisting of:
- 35.2.1 an independent chair, selected by the Director, in consultation with the relevant Union
 - 36.2.1 a nominee of the Director; and
 - 36.2.2 a nominee of the relevant Union
- 36.3 This group will acknowledge that the staff member has been asked to carry out work over and beyond expected levels and through direct negotiation with the staff member determine strategies to assist and support the staff member. These strategies may include but are not limited to: a reduction in other duties or commitments or additional administrative assistance. If the Board is unable to determine acceptable supportive strategies the excess workload allocation will be reduced.
- 36.4 The Workloads Board of Review will operate according to the principles of natural justice and apply the principles of Clause 35. All decisions of the Board will be made by simple majority. The Workloads Board of Review will communicate its recommendation to the Director, the staff member's supervisor and the staff member concerned.

PART 5. PERFORMANCE AND PROFESSIONAL DEVELOPMENT

37 Productivity, Planning & Reporting

- 37.1 The opportunity for employees to co-operate in the use of their skills and energy to contribute to real increases in productivity and efficiency is recognised by this Agreement.
- 37.2 Productivity improvements are understood to entail better use by employees of their skills, qualifications and professional status to provide more responsive solutions to student, industry and relevant stakeholder demands, improved quality of service and more cost-effective work practices, or a combination of these factors. Employees at all levels are expected to contribute to the Institute's vision and goals.
- 37.3 The following are agreed as key factors in the increased performance of the Institute:
- 37.3.1 achievement of organisational strategic goals and objectives;
 - 37.3.2 research, scholarship and community service;
 - 37.3.3 education and management systems that support teaching, research, scholarship and community service;
 - 37.3.4 co-operation with and active participation in change processes;
 - 37.3.5 ongoing improvements to the quality of services;
 - 37.3.6 flexible working arrangements;
 - 37.3.7 a commitment to professional development and career advancement;
 - 37.3.8 a commitment to keep pace with and to expose staff to current and emerging technologies;
 - 37.3.9 effective work practices; and effective planning and reporting at all levels.
- 37.4 The Performance Development Cycle (PDC) is monitored by Heads of Divisions to ensure that all managers and employees are participating in the process and comply with the policies and procedures for PDC.

38 Purpose and Application

- 38.1 The intended purpose of this clause is to provide a comprehensive framework for the development of staff productivity and support positive performance as a pathway of personal and professional growth and achievement.
- 38.2 The Institute policy and procedures are set up to assist in providing a plain language explanation of the requirements for performance and professional development of employees. The policy and procedures enable the establishment of activity schedules, productivity targets and performance agreements to better run the Institute through a mutually sustainable approach. All aspects of performance and professional and development are subject to review, modification and feedback.
- 38.3 In determining schedules, targets and agreements the parties must first ensure these align to the employee's Statement of Duties as well as any relevant Bachelor Institute position classification standards.
- 38.4 All employees will participate in the performance development and management processes as a normal part of their professional responsibilities.
- 38.5 An employee can seek assistance from a union representative or support person to support the performance development process. This union representative or support person may attend meetings between the employee and the supervisor.

39 The Performance Development Cycle (PDC)

This is an essential process undertaken annually by management and staff to ensure collective responsibility for the success of the Institute, its targets and goals. The PDC is made up of three parts; appraisal, feedback and development.

- 39.1 The appraisal forms the cornerstone to the PDC. It provides understanding of how an individual has performed against the activity plan and the position description over the cycle.
- 39.2 The feedback is part of the appraisal and intends to capture the ideas, observations and experience from an individual employee on how the organisation is progressing, its processes and support.
- 39.3 The activity plan is intended to identify key result areas for work units and describes key performance indicators or activity plans for individual employees to use during the agreed timeframe of the cycle.

At the conclusion of a cycle the activity plan becomes the basis for the next development cycle and feedback. Refer to the Performance Development Review System (PDRS) for specific details on the cycle.

40 Period of Performance Development Cycle

- 40.1 The performance development cycle will run for a period up to 12-months. The performance development process includes:
 - 40.1.1 preparation, at the commencement of the cycle of a Performance Agreement for the period of the cycle, including targets for performance outcomes, development action, and performance indicators;
 - 40.1.2 opportunities, at least twice during the cycle, for formal written interim feedback to the employee;
 - 40.1.3 formal appraisal, at the end of the cycle, of achievement against the Performance Agreement;
 - 40.1.4 a written appraisal of the employee's performance during the cycle, which will be provided to the employee and placed on the employee's confidential personnel file;
 - 40.1.5 an opportunity for the employee to comment on the appraisal;
 - 40.1.6 where appropriate preparation for the next cycle; and
 - 40.1.7 a decision, as appropriate and based on performance appraisal, on incremental progression and probation.
- 40.2 The supervisor will commence the process by meeting with the employee to:
 - 40.2.1 review the performance management and performance appraisal process; establish targets for performance achievement and performance development goals against the employee's Statement of Duties and the relevant position classification standard;
 - 40.2.2 identify performance indicators to be used to assess achievements, and how these will be used, during and at the end of the cycle;
 - 40.2.3 set dates for interim reviews of performance against the established performance targets and for a final review meeting.
 - 40.2.4 Additional meetings may be required at the discretion of the supervisor, and considered appropriate, identify persons who will be asked to provide feedback to the employee and supervisor for incorporation in interim and end-of-cycle feedback and appraisal discussions.
 - 40.2.5 For commencing employees, this initial meeting will take place not later than two months after commencement.

- 40.2.6 The performance development plan to be put in place for the employee should also be considered at the initial meeting.

Matters to be considered include:

- 40.2.6.1 the employee's key responsibilities for achievement in their position; the skills, competencies and knowledge required to carry out these key responsibilities, taking account of the relevant position classification standard for the individual's classification level; the employee's perceived strengths, areas for development and priorities for development; specific, limited objectives for performance development (what areas of performance, knowledge or skills are to be the focus for development during the cycle, and how this will be achieved) during the period of the performance management cycle; and how the Institute, the supervisor, the senior manager and the colleague will assist the employee to achieve their objectives.

- 40.3 The employee and supervisor will meet at least twice during the cycle to enable the employee to receive interim performance feedback. The supervisor will maintain a record of the discussions and agreements. This record will be confidential to those within the Institute who have legitimate access to it as part of the performance management process. The supervisor shall provide the employee with an opportunity to sign this record as having been sighted. Where the employee chooses not to sign the record, the supervisor is to note the record to this effect.

40.4 Confirmation and Implementation of Performance Agreement

- 40.4.1 The supervisor will refer the completed Performance Agreement to the senior manager for confirmation. The senior manager will consider the proposed Agreement against the objectives and requirements of the Institute and the work unit, and either confirm or request that the Agreement be re-considered.
- 40.4.2 Once the Agreement is finalised and signed, the employee has responsibility for ensuring implementation, with assistance as agreed from the supervisor, and senior manager.
- 40.4.3 The employee, the supervisor and the senior manager all have the right to request changes to the Performance Agreement at any time during the cycle to meet changing circumstances and to ensure continuing relevance.
- 40.4.4 At the end of the cycle, the parties will meet to review the employee's achievements against their agreed performance and development objectives.

41. Access to Redress

- 41.1. If the employee and the supervisor disagree on the proposed content of the Activity / Performance Agreement, or on appraisal of performance, and the disagreement cannot be resolved with the assistance of the colleague, the disagreement is to be referred to the senior manager for consideration, mediation and if necessary decision.
- 41.2. An employee who is not satisfied with the way in which performance management processes are implemented, or with the outcomes of these processes, including a decision in relation to probation or incremental progression, has the right to access the Institute's Grievance Resolution Procedures and subsequent appeal processes.

42. Corrective Action

- 42.1. If, during the cycle, the supervisor forms the view that the employee is not achieving or maintaining a satisfactory level of performance, the supervisor will:
- advise the employee in writing of the required standards, as established in the Performance Agreement at the commencement of the cycle, and how the employee's performance is not meeting those standards;
- 42.1.1. after consultation with the employee, specify in writing the corrective action which the employee is expected to take to meet the required standards within agreed

timeframes;

- 42.1.2. provide such assistance as is agreed to assist the employee to meet the required standards; and
 - 42.1.3. advise the senior manager of action taken under this provision.
- 42.2. If the interim feedback or final appraisal indicates that agreed performance targets have not been achieved, or are unlikely to be achieved, within agreed time frames, and further, that performance is unsatisfactory, the senior manager must give consideration to appropriate corrective action.
- 42.3. Any such corrective action is outside the performance management process, although it may be initiated on the basis of information derived from the process. Unsatisfactory performance which is not rectified in accordance with this Clause may necessitate implementation of disciplinary action or other processes.
- 42.4. Processes for managing "inability to discharge duties" and discipline may also be initiated in response to matters other than outcomes from the performance management process.
- 42.5. The senior manager may, if it is considered necessary, suspend the performance management process at any point in the cycle and initiate action under the Institute's disciplinary or inability procedures.

43. Staff Development & Training

- 43.1. Employees will, in consultation with their Head of Division, develop and implement an individual Performance Development Plan derived from the employee's Performance Agreement.
- 43.2. Employees will be released at the discretion of the senior manager to undertake staff development and training, in accordance with the employee's Performance Development Plan. A maximum of two hours per week may be approved by the relevant work unit manager for staff members to participate in development activities.
- 43.3. Approval will be given on the basis of identified needs recorded through an approved Training Needs Analysis, Performance Development Plan or evidence of other type of ongoing professional development activity, which may include enrolment in a course or unit through an accredited Registered Training Organisation. Work unit managers are expected to make arrangements to meet the responsibilities of staff members undertaking activities under this Clause from within existing resources.

44. Broad banding

It is recognised that staff and the Institute may benefit from arrangements which enable positions to grow beyond one classification level. Broad banding provides a framework for linking staff competencies and their longer-term personal and professional growth with the Institute's operational and strategic direction. The Institute will ensure that all employees have access to sufficient training or workplace assessment to enable employees to access the training-based levels (except where the employee is at level 4.3 where training and workplace assessment will be provided but no access to level advancement exists. All access to higher level classifications above level 4 is through merit selection).

- 44.1. Progression
 - 44.1.1. An employee will be able to progress to Physical level 3 designation with the successful completion of Certificate 2 in their relevant field.
 - 44.1.2. An employee will be able to progress to Physical level 4 designation with the successful completion of Certificate 3 in their relevant field.

Unsatisfactory Performance

Subject to the provisions of Clauses 39 and 40 above first being undertaken to address performance as part of the normal performance development cycle the following definitions and processes are to be used to provide natural justice and opportunity to address an inability to perform duties as follows:

45. Inability to Perform Duties

- 45.1. Where the Institute alleges that an employee is not:
- 45.1.1. fit to discharge, suited to perform or capable of efficiently performing, the duties he or she is employed to perform; and/or
 - 45.1.2. performing those duties efficiently or satisfactorily; and/or
 - 45.1.3. qualified for the efficient and satisfactory performance of those duties,
- 45.2. The Head of Division/Director of HR shall, by notice in writing, advise the employee of the allegations and the grounds on which the accusations have been made, and invite the employee, within 14 days, to indicate in writing whether the employee agrees with the assessment or to explain in writing any matter referred to in the notice.

46. Investigation of Grounds

- 46.1. As soon as practicable after the expiration of the 14 days referred to in sub-clause 45.2, the Head of Division/Director of HR, if not satisfied with the employee's explanation, if any, shall appoint a person(s) as investigating officer(s) to carry out an investigation. The Head of Division/Director of HR shall then, in writing, advise the employee of the investigation.
- 46.2. In the course of an investigation referred to in sub-clause 45.1, (45.1.1), (45.1.2), (45.1.3), the investigating officer may direct the employee to submit to an examination by one or more; medical practitioners; and/or other persons having relevant qualifications, from a list approved for that purpose by, the Director.
- 46.3. Where an employee refuses to comply with a direction under sub-clause 45.2, the investigating officer shall notify the Head of Division/Director of HR of the refusal and the Head of Division/Director of HR, on receiving the notification, shall take such action as he or she thinks fit.
- 46.4. On completion of an investigation, the investigating officer(s) must advise the Director in writing of their findings and the reasons for those findings. A copy of this summary report shall be provided to the employee at the same time.
- 46.5. Within 14 days after receiving that advice, the Director in consultation with the Head of Division/Director of HR must advise the employee of those findings and reasons.
- 46.6. Access to Redress
- 46.6.1. If the employee and the supervisor disagree on the proposed content of the Performance Agreement, or on appraisal of performance, and the disagreement cannot be resolved, the disagreement is to be referred to the senior manager for consideration, mediation and if necessary decision.
 - 46.6.2. An employee who is not satisfied with the way in which performance management processes are implemented, or with the outcomes of these processes, including a decision in relation to probation or incremental progression, has the right to access the Institute's Grievance Resolution Procedures and subsequent appeal processes.

47. Action following an Investigation

- 47.1. If the Director finds there is a case to answer he/she will provide the employee with a written explanation as to the evidence and their proposed decision. The employee will have 14 days to provide a written response.

- 47.2. If an employee on whom a notice under this Part is served, indicates that he or she agrees with the Head of Division/Director of HR's assessment or, as a consequence of an investigation referred to in sub-clause 45.1, the Director finds there is a case to answer, the Director may, subject to sub-clauses 46.2 and 46.3:
- 47.2.1. transfer the employee to perform other duties in the Institute for a period no longer than 6 months,
 - 47.2.2. suspend an employee on full pay until the employee provides a satisfactory explanation in accordance with the invitation under sub-clause 45.2; or until the investigation has been completed in a timely manner.
- 47.3. The Director shall not take action under sub-clause 47.1 unless the employee has waived the right to appeal against the intention of the Director to take the action or the period within which the employee may appeal has expired.

48. Suspension or Transfer Pending Explanation or Investigation

- 48.1. Where the Head of Division/HR Manager has reasonable grounds to commence a process under Clause 45 (whether that action is yet to be taken or has already been taken); and is of the opinion that it is appropriate to suspend or transfer the employee, the Head of Division/HR Manager may seek approval from the Director to suspend the employee for one or more periods with remuneration; or transfer the employee to perform other duties in the Institute.
- 48.2. A suspension (unless it expires earlier) or a transfer remains in effect until:
- 48.2.1. the employee provides a satisfactory explanation in accordance with the invitation under sub-clause 45.2; or
 - 48.2.2. as a consequence of the investigation under Clause 46 the Director no longer holds the opinion referred to in Clause 47; or
 - 48.2.3. Having regard to the employee's agreement with the Director's assessment under sub-clause 47.3 or the results of the investigation under Clause 46, the Director decides not to take action under Clause 47 or
 - 48.2.4. Action is taken under Clause 47 in respect of the employee.
- 48.3. Where an employee appeals against the intention of the Director to take action under Clause 47 and the appeal is allowed, a suspension imposed on the employee under this Clause terminates on the date on which the appeal is allowed.
- 48.4. The suspension of an employee under this Clause, unless terminated sooner, terminates on action being taken by the Director under Clause 47.

PART 6. DISCIPLINE

The Institute is committed to ensuring procedural fairness and natural justice with respect to all decisions made on the taking of disciplinary actions against an employee. A decision to discipline an employee shall be taken by a senior manager. All decisions by the Director are final and not subject to appeal, other than an appeal to an external court or the Fair Work Commission.

49. Breaches of Discipline

- 49.1. An employee is regarded as having committed a breach of discipline when he/she:
- 49.1.1. contravenes or fails to comply with the Act or with the Institute's Code of Conduct; and/or
 - 49.1.2. is found guilty in a court of an offence that affects the employee's employment committed before or after the commencement of the Act; and/or
 - 49.1.3. disregards or disobeys a reasonable lawful order or direction given by a person having authority to give such an order or direction; and/or
 - 49.1.4. uses a substance (including liquor or a drug) in a manner that results in inadequate performance of the employee's duties or improper conduct at the place of employment and/or during the hours of duty; and/or
 - 49.1.5. is negligent or careless in the discharge of any of the employee's duties or fails to perform the duties assigned to him or her; and/or
 - 49.1.6. harasses or coerces another employee; and/or
 - 49.1.7. without good cause, is absent from duty without leave; and/or
 - 49.1.8. except as authorised by the Director, engages in any remunerative employment, occupation or business outside the Institute; and/or
 - 49.1.9. in relation to an application of the employee for appointment, promotion or transfer to perform duties in the Institute or at any stage in the selection process, provides information to the Director or the Director's representative that the employee knows, or ought reasonably to know, is false or misleading; and/or
 - 49.1.10. provides information in the course of their employment that he or she knows or ought reasonably to know is false or misleading; and/or
 - 49.1.11. Fails to remedy previous unsatisfactory conduct or fails to comply with a formal caution; and/or
 - 49.1.12. In the course of employment or in circumstances having a relevant connection to their employment, conducts himself or herself in an improper manner; and/or
 - 49.1.13. Makes vexatious claims or statements against other employees; and/or
 - 49.1.14. Otherwise disregards or acts in a manner inconsistent with the Act or the Code of Conduct.

50. Procedures in Respect of Breaches of Discipline

- 50.1. Where the Head of Division/Director of HR suspects, on reasonable grounds, that an employee has committed a breach of discipline and the employee has not been dismissed under Clause 52, the Head of Division/Director of HR may, subject to sub-clause 50.3, appoint a person or persons as investigating officer(s) to carry out an investigation to determine whether the employee has in fact committed a breach of discipline.
- 50.2. In the course of an investigation referred to in sub-clause 50.1, the investigating officer may direct the employee to submit to an examination by one or more medical practitioners; and/or other persons having relevant qualifications, from a list approved for that purpose by the Director.

- 50.3. Before arranging under sub-clause 50.1 for an investigation to be carried out the Head of Division/Director of HR shall, by notice in writing, advise the employee of the intention to do so and the grounds on which the employee is suspected of having committed a breach of discipline and request the employee to furnish to the Head of Division/Director of HR, within 14 days after the service of the notice on the employee, a written explanation of the matters alleged to constitute the breach of discipline.
- 50.4. The Head of Division/Director of HR need not arrange for an investigation to be carried out if the employee admits in writing to having committed the breach; or the Head of Division/Director of HR is satisfied with the employee's explanation; or the Head of Division/Director of HR is satisfied that an investigation is not warranted.
- 50.5. Nothing in this section prevents the making of preliminary inquiries before an investigation is arranged under sub-clause 50.1, but any such inquiries shall cease once the investigation is arranged.
- 50.6. Investigation correspondence
Employees under investigation and/or complainants directly involved in the process shall be initially advised within the first two weeks of the status and monthly thereafter or as otherwise mutually agreed.
- 50.7. Where the Head of Division/Director of HR:
- 50.7.1. has formed a suspicion about an employee that would justify action under Clause 51 whether action under sub-clauses 50.1 or 50.3 is yet to be taken or has already been taken); and
- 50.7.2. is of the opinion that the suspected breach of discipline is of such a serious nature that the employee should not continue in the performance of the employee's duties.
- 50.8. Director may suspend the employee for one or more periods (together not exceeding 12 months), with remuneration; or transfer the employee to perform other duties in the Institute.
- 50.9. The Director may vary the suspension of an employee to be no longer than necessarily required and with remuneration.
- 50.10. A suspension (unless it expires sooner) remains in effect until it is lifted under Clause 51.
- 50.11. A transfer remains in effect until having regard to the employee's explanation or the results of the investigation, the Head of Division/Director of HR is of the opinion that the employee has not committed a breach of discipline; or action is taken under sub-clause 50.13 in relation to the employee.
- 50.12. As soon as practicable after completing an investigation referred to in sub-clause 50.1, the investigating officer shall, in writing, advise the Head of Division/Director of HR of the findings and indicate whether, in their opinion, the employee has committed a breach of discipline and the reasons for the opinion.
- 50.13. Not later than 14 days after receiving the advice and reasons under sub-clause 50.11, the Head of Division/Director of HR shall provide the findings of the investigation to the Director.
- 50.14. If, after considering a written explanation referred to in sub-clause 50.3 (where the employee has, as referred to in sub-clause 50.4, admitted to having committed a breach of discipline) or the report of the investigating officer referred to in sub-clause 50.1, the Head of Division is of the opinion, on the same or different grounds, that the employee:
- 50.14.1. has committed a breach of discipline, the Head of Division/Director of HR will write to the Director with the findings and recommendation/s as to a course of action.
- 50.14.2. after reviewing the findings and recommendation the Director may seek further information and/or indicate to the employee the recommendation provided to the

Director and seek any mitigation or further evidence before deciding on a course of action.

50.14.3. when the Director has reviewed all the matters and recommendations including any additional information provided by the employee. The options available to the Director are:

50.14.3.0. take no further action in the matter;

50.14.3.1. cause the employee to be formally cautioned in writing;

50.14.3.2. suspend the employee, with remuneration for such period as the Director thinks fit, which period may include any period during which the employee was already suspended with remuneration under sub-clause 50.8; and/or

50.14.3.3. notwithstanding the merit principle, during the period of investigation, transfer the employee to perform other duties in the Institute, whether or not at a remuneration lower than that payable to the employee immediately before the transfer and whether or not the employee consents to be paid at that lower remuneration; or

50.14.3.4. terminate the employment of the employee in the Institute; or

50.14.3.5. has not committed a breach of discipline, the Director shall notify the employee accordingly.

51. Lifting of Suspensions

51.1. Where, in relation to an employee who is suspended under this Part, the Director takes action under sub-clause 50.13.1. or is of the opinion that the employee has not committed a breach of discipline, the suspension shall be lifted.

51.2. The Director may lift a suspension imposed under this Part on an employee.

51.3. A period of suspension under sub-clause 50.8, other than a period that is terminated by or under this Clause, shall not be taken into account as service in calculating the person's sickness, recreation or long service leave entitlements as an employee.

52. Notice in Relation to Termination

52.1. Where the Institute terminates the employment of an employee, notice will be given in accordance with the minimum notice period in the National Employment Standards as follows:

Period of continuous service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

52.2. In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with at least two years continuous service is entitled to an additional one weeks' notice.

53. Abandonment of Employment

53.1. Where a staff member has been absent from duty without authority for a period of five working days or more and has made no contact with their supervisor the staff member will be deemed, at this time, to have abandoned their employment. Their salary will be ceased effective from the first day of absence without approval.

53.1.1. In these circumstances the relevant supervisor must notify Human Resources as

soon as possible after becoming aware of a staff member being absent from work without approval;

- 53.1.2. The Human Resources Section will endeavour to locate the staff member in order to provide them an opportunity to show cause why employment should not be terminated. Such endeavour will include, but not necessarily be limited to, telephone, certified mail to address provided and email;
- 53.1.3. If the Human Resources Section cannot contact the employee within three working days, or if the staff member does not respond within three working days of written notice delivered by registered post, or by telephone or by email the staff members employment will be terminated with effect from the employee's last day of active service;
- 53.1.4. Where termination occurs the Human Resources Section will calculate the entitlements owing to the employee and deduct the amount of pay equivalent to period of notice required in the provisions for resignation, effective from the last day of active service, any deduction will only be made under written authority of the employee. This includes any other debt to the Institute accrued by the employee. In the event there is insufficient entitlements available to cover the debt accrued to the Institute, recovery action of the outstanding amounts may be instigated by the Institute;
- 53.1.5. Where the former staff member contacts the Institute within a period of four weeks from the date of formal notification of the termination and provides acceptable reasons for the unauthorised absence consideration will be given to reinstatement on such terms and conditions as are appropriate.

PART 7. MEDICAL INCAPACITY AND ILL HEALTH RETIREMENT

54. Medical Incapacity

- 54.1. An employee shall be taken to be totally and permanently incapacitated for the purposes of this Clause if, because of a physical or mental condition, it is unlikely that the employee will ever be able to work in any employment or hold any office for which he or she is reasonably qualified by education, training or experience or could become reasonably qualified after retraining. In making an assessment as to whether or not the employee is unable to perform their duties on medical grounds, the Director will as far as possible apply the same standards as are used by the employee's superannuation scheme.
- 54.2. Where the Director is of the opinion, on reasonable grounds, that an employee is unable to efficiently or satisfactorily perform their duties because of a physical or mental condition, the Director may direct the employee to submit to an examination by one or more medical practitioners; or other persons having relevant qualifications, approved for that purpose by the Director as the Director thinks fit.
- 54.3. The Director shall, after considering the results of the examination or examinations under sub-clause 50.2 and all other relevant information available to him or her, determine whether the employee is totally and permanently incapacitated.
- 54.4. Where the Director determines that an employee is totally and permanently incapacitated, the Director may, after considering the provisions of any Superannuation legislation applying to the employee, retire the employee from the Institute on the grounds of invalidity or take such action as he or she thinks appropriate.
- 54.5. Where the Director, after considering the results of the examination or examinations under sub-clause 50.2 and all other relevant information available to him or her does not determine that the employee is totally and permanently incapacitated but assesses the employee to be unable to perform their duties efficiently or satisfactorily because of a physical or mental condition, the Director shall take whatever steps he or she considers reasonable and practicable to facilitate the employee resuming those duties or take such other action as the Director thinks appropriate.

PART 8. LEAVE

55. General Provisions

- 55.1. These provisions do not apply to casual employees. Unless otherwise stated, leave shall be paid leave on full salary. These provisions shall apply on a pro-rata basis for employees employed less than the specified full-time hours per week and/or less than 52 weeks per annum. The following shall count as service in determining the entitlement of an employee to leave and for all other purposes:
- 55.1.1. any period of paid leave including long service leave taken on half pay counting as normal service;
 - 55.1.2. any period of paid parental leave or adoption leave not exceeding 52 weeks;
 - 55.1.3. any period of leave without pay for the purpose of contesting elections to Federal or Territory Parliament;
 - 55.1.4. any period of arbitration leave without pay;
 - 55.1.5. any leave accessible by either the NES or the FW Act.
- 55.2. Where a public holiday occurs during the period an employee is absent on annual leave and such a holiday is observed by the Institute no deduction shall be made for that day from the employee's annual leave credits.
- 55.3. Where an employee becomes ill during a period of recreation leave, long service leave or paid family leave, the employee shall provide a certificate from a registered medical practitioner or a statutory declaration the employee shall be placed on sick leave and no deduction shall be made from annual leave credits for the days in question.

56. Public Holidays

- 56.1. All employees shall be entitled to the following public holidays on a paid basis:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - Queen's Birthday
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - ANZAC Day
 - May Day
 - Picnic Day
 - Any additional days declared or prescribed as public holidays in the Northern Territory or locality.
- 56.2. Penalties Applicable to General Staff Required to Work on a Public Holiday
- 56.2.1. A general staff employee required to work on a day referred to in sub-clause 56.1 shall be paid at ordinary rates plus 150% for the hours worked.
- 56.3. Shut Down – Christmas/New Year Closure
- 56.3.1. Where the Institute determines to close its premises during the Christmas/New Year's period on days which are not public holidays, employees shall take annual leave, time-off-in-lieu, accrued rostered days off, or leave without pay.
- 56.3.2. The maximum amount of leave an employee can be required to take shall be no more than 7 days.
- 56.3.3. In the event of leave without pay being granted such leave will not result in non-

payment for public holidays.

57. Recreation Leave

57.1. Recreation Leave Entitlement

From commencement of employment an employee shall accumulate Recreation Leave progressively up to 30 working days in a 12 month period.

57.2. Allocation of Recreation Leave

57.2.1. The time of taking Recreation Leave shall be by mutual agreement between the employee and management. An employee is expected to give a minimum of seven days' notice of their intention to take leave. This does not apply to emergency situations.

57.2.2. An employee with the approval of the Institute, may accumulate Recreation Leave up to a maximum of 40 working days, provided that:

57.2.3. the employee shall be entitled to take up to 30 working days Recreation Leave as a single continuous period;

57.2.4. If the employee and management are unable to agree upon the time of taking leave, the matter shall be referred to the Institute for final resolution.

57.3. Annual Recreation Leave Loading

57.3.1. Employees are entitled to a recreation leave loading as follows:

57.3.1.0. 17.5% of the value of the recreation leave credit based on their salary (including any allowances in the nature of salary) as at 1 January in the year in which the recreation leave accrued.

57.3.1.1. During December each year all eligible Employees are entitled to receive recreation leave loading at 17.5 per cent of their annual leave entitlement, up to a maximum payment set by the Commissioner for Public Employment of the NT.

57.3.2. An employee is not allowed to be paid a recreation leave loading unless an application is approved for use of at least five days of recreation leave.

57.3.3. Any accrued balances of leave loading will be paid out in the second last pay period of December each year.

57.3.4. On cessation of employment an employee shall be entitled to payment in lieu of any unpaid recreation leave loading calculated on the basis of one twelfth of the recreation leave loading entitlement at 1 January last, for each completed month of service in the year of cessation.

57.3.5. The following formula is to be used in the calculation of the recreation leave loading:

$$A \times B \times 0.175 \times 6/313$$

Where:

A = annual salary at 1 January including any allowances in the nature of salary payable.

B = number of weeks recreation leave accrued at 1 January.

0.175 = seventeen and one half percent.

6/313 = factor to convert annual salary to a weekly wage

58. Additional Recreation Leave – 7 Day Shift Worker

58.1. An employee who is rostered to work over seven days of the week shall receive additional recreational credit of the following amounts:

58.1.1. For between one and nine Sundays worked during a calendar year, one half (1/2) of a day of recreational leave per Sunday worked. Where an employee works nine Sundays during a calendar year, they will be entitled to five days Recreation

Leave.

- 58.1.2. Where ten or more Sundays are worked during a calendar year, seven days of recreation leave.
- 58.1.3. The additional leave accrued under this Clause shall also be subject to the provisions of Clause 55 provided that sub-clause 57.3.1.0 shall apply for the purpose of calculating payment in lieu for the final year of service.

59. Payment in Lieu

- 59.1. Where an employee ceases employment he or she is entitled to payment in lieu of any remaining annual leave credit and, in addition, payment of pro rata leave for each completed month of service since the last accrual. Payment in lieu will be calculated using the employee's final rate of salary including allowances that would have been included during recreation leave.
- 59.2. Any part months of service in respect of the first and last month of employment, previously unaccounted for in respect of pro rata or annual credits, shall be added to the employee's final year of service for the purpose of calculating payment in lieu of leave.

60. Long Service Leave

60.1. Entitlement

- 60.1.1. An employee shall be entitled to long service leave of three calendar months after ten years' service, or after 7 years on a pro-rata basis.
- 60.1.2. And at the rate of three tenths (3/10) of a month for every additional year of service thereafter.
- 60.1.3. The Delegated Officer may, upon application and subject to Institute requirements, grant an employee long service leave on either full pay or half pay based on the position's ordinary hours of work. Long service leave shall not be granted in periods of leave of less than two weeks.
- 60.1.4. An employee who has qualified for long service leave shall be entitled to take the leave at the time of their choice provided that six months' notice is given or negotiated with their line manager or the employee is taking less than 4 weeks.

60.2. Credit for Illness whilst on Long Service Leave

- 60.2.1. Where an employee with accrued sick leave credits becomes ill for two or more consecutive working days whilst on long service leave the employee shall, provided that a certified medical practitioner or a statutory declaration from the employee is submitted for the period of the illness, be entitled to be placed on sick leave and no deduction shall be made from long service credits for the days in question.
- 60.2.2. The following types of leave without pay do not count as service for the long service leave purposes:
 - 60.2.2.0. Not covered by medical evidence;
 - 60.2.2.1. Any other forms of leave specified in this agreement as not counting as service, but do not break continuity of service, unless the Director determines otherwise

60.3. Public Holiday whilst on Long Service Leave

- 60.3.1. Where a public holiday occurs during the period that an employee is absent on long service leave and such holiday is observed by the Institute, no deduction shall be made for that day from the employee's long service leave credits.

60.3.2. Recognition of Prior Service for Long Service Leave

For employees commencing employment with the Institute on or after the date of

lodgement of this Agreement, the Institute will recognise prior service only with other Australian tertiary education organisations and Federal, State and Territory Governments for the purpose of long service leave credits, provided that the break in service between leaving the former position and commencing with Batchelor Institute of Indigenous Tertiary Education is less than two months. Entitlements due from service at a recognised employer will be the responsibility of that employer. Recognition of prior service should be applied for before joining the Institute. Prior service will be recognised in the value of the entitlement only to the extent that the prior employer has transferred finances and/or the entitlement to the Institution.

60.4. Entitlement to Long Service Leave upon Termination of Employment

- 60.4.1. An employee, or where applicable their legal representative, shall be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of service where:
- 60.4.2. The employee's employment at the Institute terminates after seven years or more service, including recognised service with another Australian Tertiary Education/Government organisation or;
- 60.4.3. An employee with less than seven years continuous service who ceases to be an employee by reason of their:
 - 60.4.3.1. Retrenchment; or
 - 60.4.3.2. Retirement; or
 - 60.4.3.3. Resignation or termination (other than for serious misconduct) shall be entitled to pro rata long service leave.

61. Personal Leave

61.1. Entitlement/s

For permanent appointments, an employee shall receive a credit of three weeks of paid sick leave at commencement and thereafter a credit of three weeks leave upon each year of completed service. Such leave is cumulative.

61.2. For fixed term appointments, employees shall receive a credit of one week of paid sick leave for each completed two months of service for the first six months of service, and thereafter a credit of three weeks leave upon each year of completed service.

61.2.1. The period from credit of sick leave entitlements to the next credit of sick leave entitlement following 12 further months of completed service shall for the purposes of this Agreement be known as the "sick leave year".

61.3. Sick leave may be taken in the event of illness or injury of an employee, or where the employee is required to provide care or support for a family or household member.

61.4. All requests for sick leave must be directed to the employee's supervisor or line manager for approval.

61.5. Employees, that have exhausted their entitlement under sub-clause 61.6, are required to provide medical evidence of their illness or of the need for them to care for or support a family or household member, which may be in the form of:

- 61.5.1. A medical certificate provided by a registered practitioner;
- 61.5.2. A report provided by a medical officer approved by the Director, or
- 61.5.3. A certificate of illness provided by a person or class of persons approved by the Director eligible to provide certification
- 61.5.4. Medical evidence of illness of an employee or requirement to care for or support a family or household member must state the period to which it applies and, wherever possible and applicable, the nature of the illness.

61.6. An employee is entitled to take sick leave without production of medical evidence provided

that they do not take:

- 61.6.1. More than five working days or equivalent number of hours of duty of sick leave without medical evidence in any sick leave year, or
- 61.6.2. More than three consecutive working days of sick leave at any time.
- 61.7. An employee may request grant of sick leave at half pay where a period of at least one full day is taken.
- 61.8. Where an employee who has exhausted all available paid sick leave is unable to attend work due to illness or injury, or requirement to care for or support a family or household member the employee may be granted:
 - 61.8.1. Sick leave without pay
 - 61.8.2. Access to recreation leave, provided that leave will be deducted from recreation leave credits but that for all other purposes such leave will be deemed to be sick leave or leave without pay.
 - 61.8.3. An employee who does not have any paid sick leave available (including a casual employee) who is required to provide care or support to a household or family member due to illness, injury or unexpected emergency is entitled to two days of unpaid carers leave for each occasion meeting these conditions.
- 61.9. Carer's Leave
 - 61.9.1. An employee with the responsibility for the care of a family or household member shall be entitled to leave for absences relating to a personal illness, or personal injury affecting the member; or an unexpected emergency affecting the member, or a disability of that family or household member.

An employee may with the approval of the delegated officer:

 - 61.9.1.1. Use their own sick leave entitlements to the extent of available credits; and/or
 - 61.9.1.2. Use annual recreation leave to the extent of available credits; and/or
 - 61.9.1.3. Use unpaid leave
 - 61.9.2. All absences relating to carer's leave must be supported by the production of satisfactory evidence of illness, injury or disability of the family or household member as a medical certificate or statutory declaration.
 - 61.9.3. Under this Clause, an employee will be able to, with the agreement of the delegated Officer and taking into consideration the operations of the Institute, access flexible working arrangements up to a maximum of two years contiguous with the period of carer's leave.
- 61.10. Medical Examination
 - 61.10.1. The Director may in writing direct an employee to attend an examination by and provide a report of the employee's fitness for work from specified medical practitioner where:
 - 61.10.2. The employee has been absent, or is likely to be absent, through illness continuously for an extended period; or
 - 61.10.3. It is the view of the Director that the employee's efficiency or ability to perform their duties may be affected due to illness or injury; or
 - 61.10.4. The Director has reason to believe that the employee's state of health renders danger to the employee or to other persons to whom the Institute owes a duty of care; or
 - 61.10.5. For any reason the Director considers it necessary to determine whether an

employee is able to discharge their duties.

- 61.10.6. Any cost associated with a request by the employer to attend medical examinations or prepare an examination report, including travel and other out of pocket expenses shall be paid for by the Institute or when requested, reimbursed to the employee on production of proof of purchase receipts.
- 61.11. An employee who is on sick leave for which medical evidence has been provided at the time of such a direction is entitled to remain on sick leave until the report of the specified medical practitioner is received.
- 61.12. Any employee who is not on sick leave for which medical evidence has been provided shall be required to present for duty from the time of the direction until the report of the specified medical practitioner is received.
- 61.13. Granting of sick leave after the date that the report is received shall be subject to the findings of the specified medical practitioner, provided that leave will not be granted where the employee fails to attend a medical examination without reasonable cause or where the illness is determined to be caused by misconduct in the course of employment.
- 61.14. Where an employee has been directed to attend an examination and the view of the specified medical practitioner conflicts with that of the employee's medical practitioner, the case is to be referred Northern Territory Medical Adviser for consultation and resolution with the Chief Medical Officer.
- 61.15. The Northern Territory Medical Adviser or the Chief Medical Officer may, at their discretion, arrange for a further examination by another medical officer, private practitioner or specialist and any associated costs will be borne by the Institute.

62. Parental Leave –Paid Parental Leave and Adoption Leave

- 62.1. A permanent or fixed term female employee who, prior to commencing leave, has at least 12 months of completed continuous service is entitled to twenty (20) calendar weeks of paid parental leave in accordance with this section. This can be taken at either a full-time or part-time rate.
- 62.2. A permanent or fixed term employee who, prior to commencing leave, has at least 12 months of completed continuous service is entitled to adoption or foster leave of 3 weeks on full pay or six weeks on half pay if the child is under five years of age and three weeks on half pay if the child is five years of age or older.
- 62.2.1. To access leave under this section an employee must produce a medical certificate or letter from their medical practitioner certifying the estimated due date of their child at the time of application and the birth certificate as soon as practicable after the birth.
- 62.2.2. There is no restriction on the number of times an employee may take paid parental leave, but an employee may not take a second or subsequent period of paid parental leave until she has served twelve continuous months of paid service from re-commencement of duty following a previous period of parental leave.
- 62.2.3. An employee who is entitled to paid parental leave may elect to take parental leave at half pay over 40 weeks.
- 62.2.4. In normal circumstances an employee is to commence parental leave six weeks prior to the estimated date of delivery, unless a medical certificate is provided to certify fitness to continue work after this time, in which case an employee may commence parental leave not less than two weeks prior to the estimated date of delivery.
- 62.2.5. An employee may use accrued recreation or long service leave or apply for leave without pay to commence leave more than six weeks prior to the estimated date of delivery.

- 62.2.6. An employee who elects to return to work prior to exhausting their paid parental leave entitlement forfeits the unused portion of the leave.
- 62.3. Where, for an employee who is eligible for parental leave but has not yet commenced parental leave:
 - 62.3.1. An employee's child is born prematurely, or
 - 62.3.2. An employee's pregnancy is terminated not more than 20 weeks before the estimated due date, or
 - 62.3.3. An employee's child is stillborn not more than 20 weeks before the estimated due date,
 - 62.3.4. Parental leave will be deemed to have commenced at that date and shall continue for 20 weeks, unless the employee requests to return to work and provides a medical certificate of their fitness to return to work prior to that date.
 - 62.3.5. Where an employee's pregnancy terminates more than 20 weeks prior to the estimated due date, the employee will not receive paid parental leave but may apply for leave other than parental leave.
 - 62.3.6. Where an employee's child dies during the period of parental leave, parental leave will continue for one calendar month after the death. An employee may apply for other leave, paid or unpaid, after this month and such leave will count as service.

63. Parental Leave - Paid Partner Leave

- 63.1. A permanent or fixed term employee who, prior to commencing leave, has at least 12 months of completed continuous service is entitled to 15 days of paid partner leave in accordance with this section:
- 63.2. To access leave under this section an employee must produce a medical certificate or letter from their medical practitioner certifying the estimated due date of their child at the time of application and the birth certificate as soon as practicable after the birth.
- 63.3. Paid partner leave may commence at any time from one week prior to the estimated due date to 52 weeks after the actual date of birth.
- 63.4. Paid partner leave may be taken in one continuous block or in two separate blocks during the period permitted by this section.
- 63.5. Where an employee's child dies during the period of partner leave, partner leave will continue for one calendar month after the death. An employee may apply for other leave, paid or unpaid, after this month and such leave will count as service.

64. Parental Leave – Paid Foster Leave

- 64.1. A permanent or fixed term employee who, prior to commencing leave, has at least 12 months of completed continuous service is entitled to adoption or foster leave for six weeks on half pay if the child is under five years of age and three weeks on half pay if the child is five years of age or older.
- 64.2. An employee taking leave under this Clause is required to provide evidence of the fostering and of the age of the child.
- 64.3. Leave under this section is for the employee's normal working days, which may include weekends, public holidays and rostered days off.

65. Parental Leave - Unpaid Parental Leave

- 65.1. An employee who is not entitled to paid parental leave under this section is entitled to unpaid parental leave for up to 52 weeks due to the birth of a child of the employee or the employee's partner or de facto partner or the adoption or fostering of a child.
- 65.2. An employee who is entitled to paid parental, partner, adoption or fostering leave may

apply for a further period of unpaid leave in accordance with this section.

- 65.3. An employee requesting leave under this section must provide the same evidence of birth, adoption or fostering as would be required of an employee accessing paid parental leave.
- 65.4. Except as provided for in this section, unpaid parental leave shall be taken in a single unbroken period.
- 65.5. An employee who is entitled to paid parental, paternity, adoption or fostering leave may take unpaid parental leave to the extent that the total period of parental leave, paid and unpaid, does not exceed 12 months.
- 65.6. Parental leave shall not exceed 52 weeks, during which time an employee may return to duty for any period, which will not extend the maximum prescribed period of parental leave. If an employee becomes pregnant during a period of parental leave, they are exempt from this Clause, and may apply for a period of parental leave up until the sixth birthday of the child of the subsequent pregnancy.
- 65.7. An employee who gives birth to a child may apply for parental leave from any time from six weeks prior to the estimated due date until their child turns six;
- 65.8. An employee whose partner or de facto partner gives birth to a child may apply for parental leave from any time from the date of birth until their child turns six;
- 65.9. An employee who is adopting or fostering a child under six may apply for parental leave from two weeks before placement until the child's sixth birthday.
- 65.10. Where both parents are employees of the Institute and one of the employees takes a period of leave, the other employee may take a period of unpaid parental leave during the first employees period of leave, if the concurrent leave complies with the following requirements:
 - 65.10.1. the concurrent leave must not be longer than 8 weeks in total;
 - 65.10.2. the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks.
- 65.11. If an employee's partner is on paid parental leave, that employee shall be eligible for parental leave subject to the approval of the Director.
- 65.12. An employee may access paid leave, including pro-rata recreation leave and available long service leave, prior to commencing unpaid parental leave. If the employee does not use paid leave prior to commencing parental leave accrued credits will be frozen until the employee resumes duty. Once unpaid parental leave has commenced it cannot be interspersed with periods of paid leave.
- 65.13. Whichever is the longer of the first 26 weeks of unpaid parental leave, or the period of paid parental or paternity leave, shall count for service for determining recreation leave and recreation leave airfares. For all other purposes the entire period of parental or partner leave, less periods of paid employment, shall count as service. Any period of external employment undertaken during parental leave or partner leave shall not count as leave for service.
- 65.14. An employee who takes unpaid parental leave for the available parental leave period may request a further period of unpaid parental leave of up to 12 months to follow immediately from the initial unpaid parental leave period, and such request shall only be refused on reasonable business grounds.
- 65.15. A female employee is entitled to special unpaid parental leave in accordance with Section 80 of the Fair Work Act.
- 65.16. A female employee who is pregnant is entitled to transfer to a safe job upon request, in accordance with Section 81 of the Fair Work Act.

65.17. An employee is entitled to unpaid pre-adoption leave in accordance with Section 85 of the Fair Work Act

66. Parental Leave - Compassionate and Emergency Leave

66.1. Compassionate Leave

Three days compassionate leave shall be granted on each occasion of which a member of the employee's immediate family or household dies, or to spend time with a member of the employee's immediate family or household who has contracted or developed a personal injury or illness that poses a serious threat to their life.

Requests outside the prescribed immediate family/household group will be considered by the Director on case by case basis.

66.1.1. Where the period of compassionate leave entitlement is inadequate due to special circumstances, such as a delayed funeral or the necessity of the employee undertaking extensive travel, the employee may request further paid leave to be taken from accrued recreation leave.

66.1.2. An employee who is not entitled to paid leave under this Clause may access up to six days of unpaid compassionate with approval from the director.

66.2. Emergency Leave

66.2.1. An employee may be entitled up to three days emergency leave annually to respond to situations to which the employee could not reasonably be expected to have prior knowledge. Such emergencies relate to critical incidents that may harm or endanger the employee's family and home.

66.2.2. An employee who is not entitled to paid emergency leave under this section may access up to six days of unpaid leave in any calendar year where an emergency of which an employee could not reasonably be expected to have had prior knowledge prevents the employee from attending for work.

67. Aboriginal and Torres Strait Islander Cultural Leave

Cultural Leave recognises that as sovereign Peoples, Aboriginal and Torres Strait Islander people have a commitment to ongoing cultural and ceremonial responsibilities that are based in their systems of law. Aboriginal and Torres Strait Islander laws are in the Land and the Water and subsequently they maintain that their sovereign rights as Peoples remain intact.

67.1. Aboriginal and Torres Strait Islander employees are entitled to up to a maximum of five (5) paid working days, and unpaid leave of up to an additional ten (10) working days, per calendar year.

67.2. Aboriginal and Torres Strait Islander Leave is not cumulative from year to year

68. Defence Force Leave

68.1. Subject to this Clause, the Delegated Officer may grant an employee not more than four weeks paid leave each year to engage in or undertake training in the Australian Defence Forces.

68.2. The Delegated Officer shall not grant leave under this Clause unless the employee produces to the satisfaction of the Delegated Officer, advice of the requirement for their attendance and the dates of the attendance.

68.3. The whole of the period of leave under this Clause shall count as service for all purposes.

68.4. Ready Reserve Scheme - Full-time Service

68.4.1. An employee who has been accepted as a member of the Ready Reserve Scheme of the Commonwealth may apply for leave to the Delegated Officer who may grant leave without pay for the period of full-time military duty applicable to the Scheme.

68.4.2. During the period of duty under the Ready Reserve Scheme, an employee shall not have access to any accrued entitlements or conditions of service.

68.4.3. The whole of the period of leave without pay to engage in full-time training shall count as service for the purpose of long service leave only.

68.5. Ready Reserve Scheme - Part-Time Service

68.5.1. After returning to duty after leave granted to undertake Ready Reserve Scheme full-time service, an employee may apply for leave to undertake the part-time component of the Ready Reserve Scheme and leave may be approved as if it were leave granted for general Defence Force leave.

68.5.2. Additional leave required in respect of the Ready Reserve Scheme part-time component under may be granted as unpaid leave and will count as service for all purposes.

68.6. Where an employee has a claim for compensation for injury or illness as a result of leave granted under this Clause, the claim shall not be recognised by the Institute and the employee shall submit any claim to the Australian Department of Defence.

69. Industrial Relations and Related Leave

69.1. Leave to attend industrial court hearings, FWC hearings or mediations. The Human Resource Manager may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

69.1.1. leave may not be granted to more than two employees who are representatives of an organisation at the one time in respect of any one such proceeding;

69.1.2. leave to conduct a case shall be with full pay;

69.1.3. leave for preparation of a case may be without pay and shall not exceed three months in any 12 months.

69.1.4. Leave with pay granted under (69.1.1) and (69.1.2) shall count as service for all purposes.

69.1.5. Unpaid leave granted under (69.1.3) shall not count as service but does not break continuity of service for long service leave purposes.

69.2. Leave for union members and/or delegates to attend training or information courses

69.2.1. The Human Resource Manager shall grant to an employee leave of absence of up to five days paid leave per year to attend short training courses or seminars on the condition that the operating requirements of the Institute permit the grant of leave and the scope, content and level of the short courses or seminars are such as to contribute to a better understanding of workplace relations and dispute resolution. Leave granted under this Clause will count as service.

70. Release to Participate in Sporting Events

Where an employee applies for leave to participate in a sporting event the Director may, at their discretion and subject to any limitation imposed, approve recreation leave or leave without pay, or grant leave on a makeup basis.

71. Release for Jury Service

71.1. The Delegated Officer may release an employee, who produces proof of being summoned as a juror, without deductions from pay or leave credits.

71.2. 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 juror credited to the employee's leave entitlement.

71.3. The Director shall determine the extent of a fee in respect of attendance as a juror that the employee may retain.

72. Release to Attend as a Witness

- 72.1. Where an employee is subpoenaed or called as a witness for the Crown to give evidence under a law of the Commonwealth or the Territory, the Director shall release the employee from duty, without deduction from pay or leave credits, during the period necessary to attend.
- 72.2. Where an employee is subpoenaed to give evidence in relation to their duties or former duties in the Institute or its predecessor employers, the Director shall release the employee from duty and may grant such release without deduction from pay or leave credits during the period necessary to attend.
- 72.3. Where an employee is subpoenaed or called as a witness in circumstances other than those under the Crown, the employee will be granted either leave without pay or recreation leave and any fees or allowances received as a result of the attendance may be retained by the employee.
- 72.4. In the event an employee should be on approved leave and is required to attend in court proceedings, the employee shall have any time spent in those proceedings re-credited to their leave balance.

73. Removal of Household Goods Leave

Where an employee is required by the Institute to perform all or the major part of their duties at a campus or component of the Institute other than at the employee's previous place of work with BIITE and the employee elects to relocate to a residence more convenient, the employee shall be entitled to leave on full pay for up to two working days for the purpose of removal of household goods.

74. Other Paid Leave

The Institute may grant paid leave, which will count for service, for employees to donate blood, participate in approved emergency services operations or exercises, or for other purposes approved by the Director.

75. Leave to Contest an Election

Where an employee is a candidate for election to Federal or Territory Parliament, or local government the employee shall be entitled to take leave of absence on a continuous basis for all or part of that period between the date of the close of nominations and the date of the declaration of the poll. Unless the employee elects to use accrued recreation or long service leave to cover all or part of the period of absence, such leave shall be without pay.

76. Study Leave

- 76.1. To be eligible for study leave, a course of study must be relevant to the employee's position and have the ability to enhance the knowledge, skills and/or expertise of the incumbent. It is the responsibility of the Head of Unit to determine whether or not a course of study meets requirements in order for an employee to have entitlement to this provision.
- 76.2. Study leave entitlements are as follows:
 - 76.2.1. up to two hours per week for the attendance of lectures and tutorials and up to two days per annum for the preparing and attending of examinations. These hours may be accumulated within any one calendar year to allow, with reasonable notice, participation in intensive units.
 - 76.2.2. Employees studying via distance education shall be entitled to the stated hours above for the preparation of course work, rather than the attending of lectures or tutorials.

77. Domestic, Family and Sexual Violence Leave

- 77.1. Employees who are experiencing domestic, family or sexual violence as defined in the Northern Territory Domestic and Family Violence Act may seek time off for remedying activities, including but 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
 - g. Organising alternative care or education for children
- 77.2. An employee shall have access to fifteen (15) days per calendar year paid leave in addition to other forms of leave under this Agreement for the purpose of remedying activities associated with Domestic, Family or Sexual Violence.
- 77.3. The employee will be asked to produce reasonable evidence that the leave was used for the purpose of the remedying activities.
- 77.4. This leave does not accrue from year to year and at the end of each calendar year any unused portion shall be extinguished.
- 77.5. Additional leave for the purpose of remedying activities may come from personal leave in the first instance, and then from paid annual leave thereafter. In instances where the employee has exhausted Personal Leave and has less than 20 days accrued entitlement for paid annual leave, an employee may make an application to the Director who may grant additional leave to undertake the remedying activities.

PART 9. ALLOWANCES

78. General Allowances

Where the rate payable to Northern Territory Government employees in a calendar year in respect of an allowance for travel, meals, First Aid, or accommodation is specified in the annual NTG Determination, the rate payable to BIITE Employees for that allowance will be the same as the rate payable to NTG employees.

78.1. Dirty Work Allowance

The line manager may approve payment of an allowance to staff who are directed as part of their duties to undertake work which is agreed to be of an unusually dirty or uncomfortable nature. Such work may include cleaning toilets that are unusually dirty, handling garbage, working in a confined space where the employee is in a stooped or cramped position, working with toxic substances, operating a pneumatic drill, operating a chainsaw, cleaning and repairing septic tanks or sewer lines.

78.1.1. The allowance shall be paid at a rate of 3.5% per hour and paid on a fortnightly basis.

78.2. Loss or Damage of Clothing and/or Personal Effects

An employee may be reimbursed the cost of clothing that is damaged arising from the course of their employment.

78.3. First Aid Allowance

The Human Resource Manager may approve payment of a First Aid Allowance to an employee who holds a recognised current first aid qualification where this is necessary for the employee's work or she/he is to act as a First Aid Officer. Where the Institute requests an employee to undergo First Aid training the cost of such training will be the responsibility of the Institute.

78.4. Relocation Allowance

Where on appointment, promotion or transfer, it is necessary for an employee to move from one location to another to take up duty and the cost of so moving is at the expense of the Institute, the employee may be paid a relocation allowance for the purpose of assisting the employee with their immediate accommodation needs.

78.4.1. The rate of relocation allowance shall be determined by the Director in respect of an employee only and in the following circumstances:

78.4.1.1. in respect of an employee with a resident family unit.

78.4.1.2. For the purpose of this allowance, the resident family unit rate is applicable where the employee's partner, children or any other person who resided with the employee as part of the employee's family unit prior to relocation, accompanied the employee upon relocation and for whom the cost of that relocation was met by the Institute.

78.4.2. Where an employee is provided with accommodation by the Institute the Delegated Officer may approve payment of a relocation allowance, referred to under this Clause:

78.4.2.1. of a once only payment of one fortnight's allowance, irrespective of whether an accommodation cost is incurred; or

78.4.2.2. where that accommodation is temporarily unavailable the lesser of:

78.4.2.2.1. fortnights allowance; or

78.4.2.2.2. until the accommodation provided by the Institute is available, irrespective of the type of accommodation obtained by the employee.

78.5. Relocation Expenses Appointment and Transfer

78.5.1. Entitlement on Appointment

Where a person is appointed to the Institute, and the place where that person is required to perform duty is not the place from which they were recruited and the appointment necessitates removal to commence duty, the Director may, having regard for all relevant circumstances of the appointment, authorise payment to the person of relocation expenses in accordance with the Institute's Recruitment and Selection Policy and Procedures.

78.5.2. Entitlement on Transfer

Where an employee is transferred from one location to another, the Director may apply the provisions of this Clause.

- 78.5.2.1. An employee who requests and is permitted to voluntarily transfer from one location to another shall have no entitlement to this Clause and shall bear all costs of their removal.

78.6. Insurance Liability

78.6.1. An employee who is entitled to payment for relocation expenses may arrange insurance on household furniture and effects to be removed and the cost of that insurance may form part of the amount authorised for reimbursement under this Clause, but does not include insurance payable for:

- 78.6.1.1. collections or valuables; and
- 78.6.1.2. motor vehicles.

78.6.2. An employee shall not be entitled to any compensation from the Institute for losses or damages arising from removal, except where removal is performed by the Institute and loss or damage occurs, in which case compensation may be allowed under conditions approved by the Director.

78.7. Travelling Allowance

An employee shall not be paid an allowance in respect of accommodation and/or meals provided under Remote Locality Provisions where the employee chooses to utilise other services.

78.7.1. Travelling Allowance is not payable where the employee is absent:

- 78.7.1.1. from the temporary duty locality during any period of leave, whether paid or unpaid; or
- 78.7.1.2. during any period of unpaid leave.

78.7.2. Eligibility and Payment - Overnight Travel

Where an employee, in the course of employment, is required to travel away from headquarters which extends overnight the Director may:

- 78.7.2.1. provide at no cost to the employee, reasonable accommodation or meals, or both accommodation and meals; or
- 78.7.2.2. pay a travelling allowance to the employee, as determined by the Director in line with the determination issued by the NTG annually, in respect of accommodation or meals, or both accommodation and meals; or
- 78.7.2.3. where the allowance determined by the Director is not considered appropriate in respect of a particular travel situation, the Director may substitute a greater or lesser amount of allowance, and, in addition, pay an allowance as determined by the Director for incidental expenses incurred or likely to be incurred by the employee.

78.7.3. Payment Where Travel Is Not Overnight

Where an employee, in the course of employment, is required to travel away from headquarters which does not extend overnight, the Director may:

- 78.7.3.1. reimburse an employee costs necessarily incurred; or
- 78.7.3.2. provide a travelling allowance for meals taken away from headquarters due to that travel.
- 78.7.3.3. This Clause does not apply in circumstances where the travel undertaken is normal to the duties usually undertaken by the employee which are regularly performed away from headquarters.

78.8. Camping Allowance

Where an employee in the course of employment is required to camp out overnight using makeshift accommodation such as a swag or tent, the Delegated Officer may approve payment of a camping allowance at a daily rate, to compensate for the physical discomfort of camping and for reasonable provisioning.

- 78.8.1. Camping Allowance under this Clause is not payable during any period of leave whether paid or unpaid, except sick leave while remaining in a camping situation.
- 78.8.2. The amount of camping allowance payable shall be such amount as is determined by NTG Determination 1 rates.

78.9. Living Away from Home Allowance

- 78.9.1. Reference to NTG Determination & rates

78.10. Vehicle Allowance

78.10.1. Approval Required for Use of Private Vehicle.

- 78.10.1.1. A private vehicle shall not be used for official purposes without the approval of the Delegated Officer.
- 78.10.1.2. The Delegated Officer may authorise the use of a private vehicle for official purposes provided that the Delegated Officer is satisfied that:
 - 78.10.1.2.1. the use of the private vehicle in the circumstances is, or is likely to be, more economical than the use of an official vehicle; and
 - 78.10.1.2.2. the employee has given a written indemnity that is signed and witnessed indemnifying the Institute against all claims that may arise due to the use of the private vehicle.
- 78.10.1.3. An authorisation may be given in respect of the use of a private vehicle:
 - 78.10.1.3.1. in the course of an employee's employment; and/or
 - 78.10.1.3.2. to tow a caravan or trailer owned by the Institute, or to carry tools, goods or materials owned by the Institute, or to carry passengers who would otherwise be transported at the expense of the Institute;
 - 78.10.1.3.3. for the purpose of travel where an employee is entitled to the cost of conveyance following appointment, promotion or transfer.

78.10.2. Allowances for the Use of Private Vehicle.

- 78.10.2.1. Where the Delegated Officer has given approval under this Clause an employee may be paid an allowance at a rate determined by the Delegated Officer, in respect of each kilometre travelled.

78.10.2.2. Where the Delegated Officer has given approval under this Clause, an employee may be paid an additional allowance at a rate determined by the Delegated Officer, in respect of any one of the following:

- 78.10.2.2.1. passengers carried (regardless of the number of passengers);
- 78.10.2.2.2. towing an Institute trailer or caravan,
- 78.10.2.2.3. carriage of Institute tools, goods or equipment provided that the mass of the items carried exceeds 100 kilograms.

78.11. Language Allowance provisions.

In recognition of the increased effectiveness and productivity of employees proficient in Indigenous Languages, an employee (Indigenous or non-Indigenous) who is required to use Indigenous Language in the course of their employment will qualify for an allowance under the following provisions:

Where a role identifies the need for language skills and the Director confirms the need the employee will qualify for an allowance of \$1,386 per annum paid fortnightly. This will be dependent upon the employee having sufficient knowledge of the language for the purpose of simple communication and there is confirmation of these language skills being used in general communications

78.12. Provision for Care of Dependents

Where work is directed to be performed outside normal working arrangements and the employee incurs costs for provision of care for a dependent member of the employee's immediate family or household, the relevant supervisor shall, on provision of the evidence of costs incurred, approve reimbursement.

PART 10. REMOTE LOCALITY PROVISIONS

79. General Provisions

The provisions of this Part apply to and in relation to an employee whose normal place of employment is in a remote locality.

- 79.1. A remote location is defined as a town, place, community or locality, outside the environs of Darwin, Katherine, Alice Springs and other locations where Institute staff are located, where access to health, education, social, financial, emergency, communication and professional support services are limited. The correlation of these factors, including the costs of goods and services, shall be considered when determining categories of remoteness.
- 79.2. The Special Category, Categories 1, 2, 3 and others outside of the NT set out in the Institute's policies shall be the declared localities for the purposes of this Agreement.
- 79.3. An employee stationed at a remote locality specified in Institute policy may be entitled, subject to eligibility, to the provisions contained in Clauses 79 to 88 and the levels of benefits shall be those specified in the Institute's policy.
- 79.4. The conditions prescribed in this Part are in addition to any other conditions applicable to employees.

80. Housing and Rental Rebate

The Institute will seek to provide, where practicable and desirable, residential accommodation for employees based in Category 1, 2 and 3 remote communities as specified in Institute policy.

- 80.1. The parties recognise that the Institute does not own housing in remote communities. The parties further recognise and endorse the Institute's continuing endeavours to ensure that housing provided for employees in remote communities is, where practicable, of a standard commensurate with the Housing Design Standards adopted by the Northern Territory Department of Housing and Local Government.

80.2. Rental Rebate

The Delegated Officer may approve a rental rebate to an eligible employee who:

- 80.2.1. is stationed in a locality specified in Institute policy; and
- 80.2.2. rents accommodation from:
 - 80.2.2.1. the Institute, including accommodation sub-let by the Institute to the employee; or
 - 80.2.2.2. directly from another provider, subject to prior approval by the Delegated Officer.
- 80.3. The portion of rental rebate is expressed as a percentage of rent paid and is specified for each locality in the Institute's policy.
- 80.4. Rental rebate is provided in respect of service during a semester in a specified remote locality and payment may not be approved prior to the date following the last day of the semester except as provided in sub-clauses 80.5 and 80.6.
- 80.5. Where an employee has not completed a full semester of service, a rental rebate may be approved as soon as practicable after the date an employee ceases work in a specified remote locality where the reason for ceasing work in the remote locality is:
 - 80.5.1. the employee's fixed term employment has expired: or
 - 80.5.2. the employee has been transferred by the Institute.

80.6 An employee who resigns from the Institute and whose resignation is effective prior to the completion of the current semester forfeits entitlement to rental rebate in respect of the current semester in which the resignation is effective.

80.7 Approval of rebates is subject to proof of rental paid and shall be paid in the same manner and to the same account as the employee's salary. Employees are not required to pay tax on the rental rebate.

81. Allowances for Freight & Foodstuffs

81.1 For the purpose of this Clause:

dependent means:

81.1.1 an employee's partner, including de facto partner, and children of either partner under the age of 18 years, who are permanently resident with the employee, and not in receipt of income from any source which is in excess of the weekly minimum adult wage as advised by the Director; and

81.1.2 any other person approved by the Director.

foodstuffs means:

solid foods and non-alcoholic liquids which are intended for, and are fit for, human consumption. An employee who is permanently stationed in a Category 1, 2 or 3 remote localities shall be entitled to payment of a weekly allowance for freight of foodstuffs for a period of 45 weeks in any year at a rate determined by the Director, irrespective of whether the employee has or does not have dependents.

81.3 Where the partner of an employee to whom sub-clause 81.2 applies is also an employee, entitlement to an allowance shall be:

81.3.1 if they have no dependents, each of them is entitled to the allowance in relation to an employee without dependents;

81.3.2 if they have dependents, one of them is entitled to the allowance payable in relation to an employee with dependents and the other to the allowance payable in relation to an employee without dependents.

82. Electricity and Water Costs Rebate

82.1. The Delegated Officer will approve reimbursement of the costs of electricity and water for residential accommodation to an eligible employee who:

82.1.1. is stationed in a locality specified in the Institute's policy on remote areas; and

82.1.2. rents accommodation from:

82.1.2.1. the Institute, including accommodation sub-let by the Institute to the employee; or

82.1.2.2. directly from another provider.

82.2. Reimbursement of costs of under this Clause is provided in respect of service during a semester in a specified remote locality. Payment may not be approved prior to the date following the last day of the semester except as provided in sub-clauses 80.3 and 80.4.

82.3. Where an employee has not completed a full semester of service, reimbursement of costs may be approved as soon as practicable after the date an employee ceases work in a specified remote locality where the reason for ceasing work in the remote locality is:

82.3.1. the employee's fixed term employment has expired; or

82.3.2. the employee has been transferred by the Institute.

- 82.4. An employee who resigns from the Institute and whose resignation is effective prior to the completion of the current semester forfeits entitlement to reimbursement of costs in respect of the current semester in which the resignation is effective.
- 82.5. Approval of reimbursements is subject to proof of payment and shall be paid in the same manner and to the same account as the employee's salary.
- 82.6. Eligible employees will be reimbursed, in accordance with this Clause, for electricity and water costs incurred.

83. Recreational Fares Out

- 83.1. For the purposes of this Clause:

dependent means:

- 83.1.1. an employee's partner (including de facto partner) and children who reside with the employee and who are not eligible for fares assistance from any other source and who are not in receipt of income of which the weekly average over the six month period immediately before proceeding on fares out leave, exceeds the average weekly adult minimum wage, as advised by the Director; and
- 83.1.2. any other person approved by the Director.

year means: the anniversary of commencement of employment with the Institute or a predecessor employer.

- 83.2. Grant of Recreational Fares Out

- 83.2.1. Subject to this Part, the Delegated Officer may grant approval for an employee, and recognised dependents, to utilise a fares out for:
- 83.2.1.1. travel from a remote locality as described under sub-clause 79.2 to Darwin or any other regional centre, whichever is the closest;
- 83.2.1.2. notwithstanding the limitation of sub-clause 82.2.1.1. the Director may approve the use of a fares out for travel to an alternate destination provided that the cost does not exceed that which would have applied.

- 83.3. Entitlement

- 83.3.1. A fares out may be provided to an employee entitled to accrue recreation leave air fares under this Clause, as follows:
- 83.3.1.1. where stationed in a Category 1 or 2 remote locality:
- 83.3.1.1.1. one fares out may be used in the year when the air fare accrues; and
- 83.3.1.1.2. two fares out may be used in the alternate year; or
- 83.3.1.2. where stationed in a Category 3 remote locality:
- 83.3.1.2.1. two fares out may be used in the year when the, air fare accrues; and
- 83.3.1.2.2. three fares out may be used in the alternate year.
- 83.3.2. Where an employee stationed in a remote locality is not entitled to recreation leave fares under Clause 80 fares out may be made available as follows:
- 83.3.2.1. two fares in each year where the employee is stationed in a Category 1 or 2 remote locality; or
- 83.3.2.2. three fares in each year where the employee is stationed in a Category 3 remote locality.

- 83.3.3 A fares out may be made available after two months continuous service in a remote locality, and, where applicable, a subsequent fares out may be made available after a further two months continuous service after utilisation of a previous fares out or after utilisation of a recreation leave fare (including cashed-up airfare/kilometre allowance accrued in the current year) provided that the total number of fares out used does not exceed those specified under sub-clauses 82.3.1. or 82.3.2.
- 83.3.4. Subject to sub-clause 83.3.7. an employee who is transferred or promoted from one remote locality to another remote locality shall continue to be entitled to fares out at the new locality as if service was continuous in that locality.
- 83.3.5. Subject to sub-clause 83.3.4. where an employee is transferred or promoted from a Category 1 or 2 remote locality to a Category 3 remote locality, or vice versa, the provisions applicable to the new remote locality as determined under sub-clause 83.3 3. or 83.3.4 shall apply from the date of commencement in the new remote locality.
- 83.3.6 The value of a fares out entitlement shall be calculated:
- 83.3.6.1 as the lesser of:
- 83.3.6.1.1 the return economy class air fare for the persons travelling; or
 - 83.3.6.1.2 the actual cost of the air fare for the persons travelling; or
 - 83.3.6.1.3. kilometre allowance, including passenger allowance if applicable, where travel by private vehicle has been authorised; or
 - 83.3.6.1.4. the actual fare paid if travel undertaken by other means; or
- 83.3.6.2. where the remote locality has no air service, either:
- 83.3.6.2.1. the actual amount of kilometre allowance, including passenger allowance if applicable where travel is by private vehicle; or
 - 83.3.6.2.2. the actual fare paid if travel is undertaken, by other means; and
- 83.3.6.3. (for an employee employed for less than full-time hours, as the same proportion of the value calculated in accordance with sub-clause 83.3 6.1. and 83.3.6.2 as the proportion of their hours to full-time hours. Such an employee may accumulate pro-rata credit to enable access to a full return fare.
- 83.3.7. Except as provided under sub-clause 83.3 9. below, an employee to whom this Clause applies shall be entitled to a maximum of two days fares out leave consecutive with a weekend.
- 83.3.8. Public holidays which fall on either or both leave days granted under sub-clause 83.3 7. shall not extend the period of leave.
- 83.3.9. Where an employee requires additional leave to enable use of a fares out entitlement (e.g. to coincide with airline schedules) any such leave may be taken as recreation leave or, in respect of short periods of leave, as leave without pay, and any application of this nature is to be treated in accordance with the relevant leave provisions.
- 83.3.10 Under no circumstances shall an employee be granted fares out and a recreation leave fare in respect of the same journey.
- 83.3.11. An employee shall have no entitlement to fares out during a period of long service leave and parental leave or during any period of leave without pay. Fares out during a period of sick leave may be granted at the Directors discretion.

- 83.3.12. Where more than one employee travels in the same vehicle to utilise fares out, each employee shall be deemed to have utilised a fares out entitlement, notwithstanding that only one of those employees is entitled to payment of kilometre allowance.
- 83.3.13. Where an employee utilises fares out leave and is transported at Institute expense, (e.g. as a passenger on an Institute charter flight or in an Institute vehicle) that employee shall be deemed to have utilised a fares out entitlement even though there has been no payment for fares.
- 83.3.14. Fares out and fares out leave entitlements do not accrue and if not utilised the entitlements lapse.
- 83.3.15. Where an employee is transferred or promoted from a remote locality to a locality which is not remote, fares out entitlements lapse.
- 83.3.16. An employee who resigns from the Institute in a specified remote locality shall not be entitled to any form of fares out or payment in lieu under this Clause on resignation regardless of length of service in the locality.

84. Accommodation Allowance in Conjunction with Recreational Fares Out

- 84.3. An employee granted a fare out of an isolated locality in accordance with Clause 82 shall be entitled to payment of an accommodation allowance for a maximum of three days on the following conditions:
 - 84.3.4. the rate of payment shall be as set out in the Determination by the Director as amended from time to time, and calculated in the same manner;
 - 84.3.5. the allowance is provided in respect of the employee only and is not payable in respect of dependants; and
 - 84.3.6. the allowance is not cumulative and is available only in conjunction with utilisation of a fare out.

85. Special Study Leave Program

- 85.3. An employee who performs periods of duty in a Category 1, 2 or 3 remote locality, specified in Institute policy shall accumulate credit points at the rates specified in the OCPD Determination (Attachment 2) towards eligibility for study leave on full pay to the extent of:
 - 85.3.4. one semester, where 20 credit points have been accumulated. A maximum of five credit points per year for Category 3 locations; or
 - 85.3.5. two semesters, where 40 credit points have been accumulated.
- 85.4. Credit points under this provision are accumulated in respect of each complete year of service in a specified locality but service need not be performed on a continuous basis to be eligible.
- 85.5. Where an employee has not completed a full year of service due to transfer into or out of a specified locality, credit points may be applied in respect of the period served in each locality.
- 85.6. Where an employee has accumulated the requisite number of credit points (20 or 40) they may submit to the Delegated Officer a proposal for utilisation of the eligible period of special study leave.
- 85.7. Approval of special study leave will be given in accordance with the Institute's Professional Development Program.
- 85.8. Special study leave is not an entitlement to which payment in lieu on cessation of employment accrues.
- 85.9. Where an employee ceases employment with the Institute, he or she forfeits any entitlement to Special Study Leave, including credit points accrued.

86. Family Travel Assistance Program

- 86.3.4. Where an employee is selected or approved by Director to participate in a professional development in-service training program in an urban centre, the Director may approve payment of travel costs for the employee's family or recognised dependents to accompany the employee, subject to: provision of satisfactory evidence that the claim is in respect of family members or recognised dependants and completion of a Movement Requisition nominating those persons;
- 86.3.5. the level of assistance is limited to the actual cost of travel for the employee's family/dependants by the mode of transport which would be used by the employee to attend the professional development or in-service training program;
- 86.3.6. payment may be approved once only in any calendar year; and
- 86.3.7. all other costs incurred in respect of the family/dependants (e.g. accommodation, meals etc.) are the employee's responsibility.

87. Household Contents Insurance Premiums

- 87.3. Where an employee provides proof that they have incurred a higher cost in respect of household contents insurance than they would have incurred had they been stationed at the nearest urban centre, the Delegated Officer may approve reimbursement of the difference in household contents insurance costs.
- 87.4. In all cases, the Delegated Officer shall use the rates supplied by the Institute Insurance brokers for comparison purposes, notwithstanding that there is no obligation for an employee to use the companies suggested by the Institute brokers as their insurer.
- 87.5. Reimbursement shall not occur unless the employee produces a paid contents insurance policy and any reimbursement shall not exceed the difference in rates which would have applied if the companies nominated by the Institute's brokers were the insurer.

88. Removal Expenses on Resignation or Completion of Contract

Where: a tenured employee based in a Category 1, 2 or 3 remote locality resigns from the Institute, or a fixed term employee based in a Category 1, 2 or 3 remote locality ceases employment with the Institute on completion of their employment contract, the Institute will meet the equivalent cost of reasonable removal expenses to Darwin or Alice Springs, whichever is the nearer. Payment will be made direct to the removal company and will not be paid as a cash allowance to the employee.

PART 11. REDEPLOYMENT AND REDUNDANCY PROVISIONS

89. Application

- 89.3. These provisions apply to full-time and part-time employees and operate to the exclusion of any other provisions relating to redeployment and redundancy which might otherwise apply to such employees.
- 89.4. Following consultation under sub-clause 93.3 Management of Change with the Unions party to the Agreement, and all other options like redeployment, early retirement and natural attrition have been exhausted, the Institute has decided to terminate the employment of one or more employees for reasons of an economic, technological, structural or similar nature, including:
- 89.4.4. a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - 89.4.5. a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
 - 89.4.6. financial exigency within an organisational unit or cost centre; or
 - 89.4.7. changes in technology or work methods, the following provisions will apply.
- 89.5. Before making a final decision to declare any employee surplus the employer must produce to employees affected, a statement in respect of each position to be declared surplus, indicating in respect of each significant element of the workload or duties of that position, whether in the next following year;
- 89.5.4. It is not to be performed by anyone;
 - 89.5.5. It is to be performed by another existing position or employee, and if so which position or employee;
 - 89.5.6. It is to be performed by new employees, and if so, the nature of the employment of those employees (type of employment and classification).
- 89.6. A Position must not be declared surplus unless;
- 89.6.4. A substantial part of the work performed by the employee is no longer to be performed by anyone.
 - 89.6.5. In respect of two or more related positions, there is work that is no longer to be performed by anyone, and that work is sufficient to justify one or more of those positions being declared surplus.
 - 89.6.6. For the purpose of 89.4, “substantial part” shall mean a sufficient part such that the position, taken as a whole, can reasonably be considered redundant.
- 89.7. Not less than seven days prior to taking any action to declare an employee surplus under this Clause, the Employer must publish the criteria that is to use for selecting employees , and these must be fair and objective.

90. Voluntary Redundancy

- 90.3. In the first instance the Institute will call for volunteers to fulfil the requirements. Where an employee volunteers to accept termination of employment by reason of redundancy and the employee's employment is terminated by the Institute accordingly, the following benefits will apply:
- 90.3.4. The employee shall receive eight weeks' notice or paid in lieu of and \$4000 (net) towards expenses.

90.3.5. Compensation schedule

	with the employer on termination	pay period
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

After the completion of 4 years' service, a sum calculated at the rate of two weeks' salary per completed year of service or part thereof with the Institute, to a maximum entitlement of 52 weeks' salary.

90.3.6. Payment on a pro rata basis for long service leave calculated on completed years of service.

91. Redeployment Provisions

- 91.3. Redeployees will be offered counselling by the Institute about their rights and responsibilities and any opportunities relating to retraining and other career opportunities within the Institute. (Employees have the right to have a representative present, if so requested)
- 91.4. In some cases an employee whose job has been made redundant may not wish to be initially considered for redundancy termination. In these cases the employee and Institute will work together to identify other job vacancies that would be suitable for redeployment purposes. A job will be considered suitable for the following reasons:
- 91.4.4. Same classification/level.
- 91.4.5. Substantially similar skill set. In the absence of matching qualifications, training will be made available.
- 91.5. The period over which redeployment will be attempted shall be 6 months, during which time the redeployee will be considered for all suitable positions which may become available.
- 91.6. Where the above conditions are met and parties agree to explore redeployment the employee will be placed in the vacant role for a trial period of three (3) months.
- 91.7. Training and support.
Before a trial period commences and where required, the parties must agree on a professional development plan to ensure specific training and support is given to the employee during the three months (all professional development to be funded by the Institute).
- 91.8. Completion of trial.
During the period of trial the employee and supervisor will work to a specified activity plan and review this against outcomes on a monthly basis.
- 91.9. At the end of the trial period:
- 91.9.4. The employee is confirmed in the new role; the notice of redundancy is rescinded and the employees' employment with the Institute continues.
- 91.9.5. The employee and supervisor agree on additional time and or training to facilitate a successful transfer into the role;
- 91.9.6. The employee seeks redundancy. At this stage redundancy is offered to the employee in conjunction with the provision contained in sub-clause 92.1 and 92.2.
- 91.9.7. The supervisor reports the trial has not been satisfactory and the employee is not suitable in the role. At this stage redundancy is offered to the employee in conjunction with the provision contained in sub-clause 92.1 and 92.2.

92. Other than Voluntary Redundancy

92.1. Where an employee is not a volunteer for redundancy and the Institute terminates the employment of an employee for reason of redundancy the following benefits will apply.

92.1.1. The employee shall receive 12 weeks' notice or paid in lieu of and \$4000 (net) towards expenses.

92.1.2. Compensation schedule

	with the employer on termination	pay period
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

After the completion of 4 years' service, a sum calculated at the rate of two weeks' salary per completed year of service or part thereof with the Institute, to a maximum entitlement of 52 weeks' salary.

92.1.3. payment on a pro rata basis for long service leave calculated on completed years of service.

92.2. All payments under this Clause shall be calculated on the employee's salary at the date of cessation of employment.

92.3. The benefits in this Clause are in lieu of any other notice period, access to a scheme of redeployment or other redundancy benefit.

92.4. The benefits of this Clause do not constitute a severance payment or retrenchment benefit payment for the purposes of sub-clause 30.2.

92.5. Expense Allowances

92.5.1. An employee who is terminated for reasons of redundancy shall be entitled to reasonable leave as determined by the Delegated Officer with full pay to attend necessary employment interviews. Where expenses to attend such interviews are not met by the prospective employer the employee shall be entitled to reasonable travel and other incidental expenses incurred in attending such interviews as determined by the Delegated Officer.

92.5.2. If an employee is redeployed to a permanent position elsewhere in the Institute (i.e. involving a geographic relocation) as an agreed measure to mitigate the effects of the position being surplus to requirements and, as a consequence, it is not reasonably practicable for the employee to remain in their existing residence, the employee shall be entitled to all reasonable expenses associated with moving household to a new locality.

92.5.3. Any reasonable costs and charges as determined by the Director associated with a program of retraining as an agreed measure to mitigate the effects of their position being surplus shall be reimbursed to the employee.

PART 12. CONSULTATION AND MANAGING CHANGE

93. Implementation, Consultation and the Introduction of Change

93.1. Implementation

The Parties to this agreement are committed to consultation and communication through an open dialogue between the Institute, employees and their Unions. The Parties agree to regular consultation and communication through the operation of a Joint Institute-Union Consultative Group. The Joint Institute-Union Consultative group shall be representative of the parties involved in the negotiation of this Agreement.

The Joint Institute-Union Consultative Group shall be responsible for the monitoring and the implementation of this Agreement and shall meet a minimum of two times each year. Where commitments over the term of the agreement have been made during enterprise bargaining, the Institute will report on those issues at every meeting. In particular it is envisaged that, subject to this Clause, members of the Consultative Group will require time release to participate on committees and panels, for consultation, and in relevant negotiations.

93.2. Consultation

The Institute is committed to open discussion and direct consultation with employees, their chosen representatives and Unions about work place issues including the introduction and variation of policies, procedures and guides that affect the employment conditions of Institute staff. No amendments that have the effect of changing employment conditions will be made without prior consultation with the Unions party to this Agreement.

The Institute is committed to open discussion with employees, their chosen representatives and unions on the introduction of change that may lead to jobs becoming redundant. Consultation will focus on measures to reduce job loss and the adverse effects of change including measures to mitigate these affects.

93.3. Management of Change

The parties acknowledge that sound management of workplace change requires consultation with and involvement of the people who will be directly affected by that change. At all stages of the consultation affected staff members are entitled to be represented. Such consultation stages should include but are not limited to:

- 93.3.1. meetings with employees, their chosen representatives and unions to explain the change proposal;
- 93.3.2. opportunities for employees, their chosen representatives and unions to consider the change proposal and provide feedback through further meetings or other means; or
- 93.3.3. active involvement in the change process including employees having the right to be assisted by and represented by their union, or their chosen representatives.
- 93.3.4. When the Institute has developed a proposal for major organisational change it will consult with the employees affected, their chosen representatives and their unions as soon as practicable.
- 93.3.5. As part of facilitating the consultation process, the Institute will develop a written document outlining the vision underpinning the proposed change, the nature and rationale of the proposed change and the expected outcomes, including advantages and disadvantages. The views of affected staff will be sought for consideration in further developing the formal change proposal.

- 93.3.6. If the Institute decides to proceed with the change, a formal written change proposal will be developed. Where relevant, this formal proposal will address the following:
 - 93.3.7. nature and rationale;
 - 93.3.8. proposals to mitigate negative effects including training and redeployment;
 - 93.3.9. expected outcomes including expected advantages and disadvantages;
 - 93.3.10. ways to minimise any disadvantages to occupational health and safety in the workplace;
 - 93.3.11. financial implications;
 - 93.3.12. the timing of the implementation of change;
 - 93.3.13. implications for staff including changes in duties, position profiles, number of staff, workload, work environment; and
 - 93.3.14. mechanisms for assessing and reporting on the progress of the change.
- 93.4. Further consultation with affected staff, their chosen representatives and the unions will occur prior to the development of a written implementation plan. This implementation plan will include a timeframe for evaluating the change.
- 93.5. In circumstances where the Institute wants to change employees' regular roster or ordinary hours of work, the Institute must:
 - 93.5.1. provide information to the employees about the change;
 - 93.5.2. invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - 93.5.3. consider any views given by the employee about the impact of the change.
- 93.6. Notwithstanding sub-clause 91.3, Institute management will, from time to time, discuss, explore and plan organisational change, major and minor, in confidence, with the aim of achieving some strategic or tactical goal that benefits the organisation as a whole.
- 93.7. Parties may request that some consultation be in confidence. Any such reasonable request will be honoured.
- 93.8. Fair and reasonable Human Resource management principles will apply including fair and sensitive treatment and support facilities for displaced employees, prompt resolution of problems and grievances, regard to the general well-being of employees and due attention to individual workloads.
- 93.9. Implementation of change and restructuring will, to the extent possible, emphasise retraining and redeployment rather than redundancy.

PART 13. UNION RIGHTS AND RESPONSIBILITIES

94. Union Right of Entry

For the purpose of recognised union business or investigating complaints concerning the application of this Agreement or relevant Award or for the purpose of meeting employees in relation to employment matters, duly accredited representatives of the unions shall have the right to enter all Institutes workplaces. This right is subject to reasonable notice being given of the union's intention to visit an Institute workplace or hold a meeting. This provision will not be applied in a manner inconsistent with the Fair Work Act.

95. Recognition of Union Delegates

Union workplace delegates and staff carrying out representative functions under this Agreement will be allowed reasonable time during normal working hours, after notifying their relevant line manager to:

- 95.1 interview, consult, liaise or negotiate with management on matters of concern to their union;
- 95.2 interview, consult and liaise with union members, other Institute employees and union officials; and
- 95.3 time release to attend official union committee meetings and conferences.

96. Deduction of Union Fees

The Institute 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 Institute will adjust payment of fees from those individuals who have authorised the Institute to do so in accordance with any changes in wage/salary rates. The employee or the Union is entitled to cancel this arrangement by advice in writing to the Office of Human Resource Services. There is no charge to the employee or Unions for the payroll deductions.

97. Union Members Meetings

The Unions may hold meetings of members and employees at their place of employment at a time that will not unduly interfere with Institute business and the staff member's duties. This may include the use of video and teleconferencing facilities.

98. Provision of Facilities

For the purpose of carrying out Union business in relation to the matters included in this Agreement, the Institute will provide the Unions party to this agreement with a secure office space when required and access to a campus notice board for posting authorised notices. The Institute will also provide the Unions party to this agreement with access to the Institute's internal telephone system and wireless Internet for legitimate Union business.

PART 14. WORK HEALTH & SAFETY

99. Compliance with the Act

- 99.1. The Institute will provide work environments, which are safe, healthy and harmonious for all members of the Institute staff.
- 99.2. The Institute views occupational health and safety as an integral part of its operation. The Institute will provide its employees with safe and healthy places in which to work and with safe systems of work. The Institute will at all times endeavour to meet the requirements of all relevant Work Health and Safety (WH&S) legislation, Australian Standards and Codes of Practice.
- 99.3. The Institute will achieve, through a process of consultation with employees, the highest possible standard of work health and safety by implementing the Institute's Work Health and Safety Management System (WHSMS).
- 99.4. Health and safety at work is both an individual and shared responsibility.

100. Operation of Health & Safety Committee

The institute will comply with the relevant legislating and consult with the parties to the agreement when electing Health and Safety Representative(s) and establishing a Health & Safety committee.

101. Management of Harassment and Bullying

- 101.1. Bullying is a form of harassment. It constitutes a repeated, unreasonable behaviour directed towards an employee in the course of employment with the Institute. It is a repeated, less-favourable treatment of an employee by one or more employees, which may be considered as unreasonable and inappropriate workplace practice that creates a risk to health and safety.

101.1.1. Within this Definition:

Unreasonable behaviour means behaviour that a reasonable person, having regard to all the circumstances, would expect to victimise, humiliate, undermine or threaten.

Behaviour includes actions of individuals or a group and may involve using a system of work as a means of victimising, humiliating, undermining or threatening.

Risk to health and safety includes risk to the mental or physical health of the employee.

101.1.2. Bullying behaviour may include, but is not limited to:

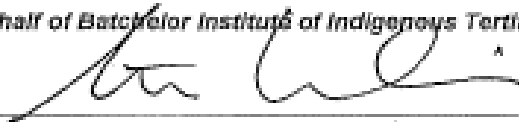
- Intimidation.
- Isolating a person from others.
- Withholding information someone needs for a job.
- Shouting/teasing/sarcasm.
- Spreading gossip.
- Sabotaging someone's work.
- Taking credit for someone's work.
- Threats of violence or physical abuse.
- Assigning meaningless tasks unrelated to the job.

- 101.2. The Institute is firmly of the view that there is no place for bullying in the workplace. Workplace bullying includes behaviour aimed to demean, humiliate or intimidate employees either as individuals or as a group. Processes put in place by the Institute to address allegations of workplace bullying will be conducted in accordance with the Institute guidelines.

SIGNATURES TO THE AGREEMENT

For and on behalf of Batchelor Institute of Indigenous Tertiary Education as employer

Signature



Name

Steve Larkin

Position

Chief Executive Officer

Address

c/- PO Batchelor

Date

25/9/19

For and on behalf of the National Tertiary Education Union as employee bargaining representatives

Signature



Name

Matthew McGowan

Position

General Secretary

Address

Level 1, 120 Clarendon Street South Melbourne VIC 3205

Date

26 September 2019

For and on behalf of the Australian Education Union as employee bargaining representatives

Signature



Name

Adam Lampe

Position

Branch Secretary

Address

AEU NT, PO Box 41863, Casuarina, NT 0811

Date

27.9.19

For and on behalf of the United Voice as employee bargaining representatives

Signature



Name

ERIKA EARLY

Position

BRANCH SECRETARY

Address

38 Woods St Darwin NT 0800

Date

26 September 2019

PART 15. ATTACHMENTS

102. Attachment 1 - Salaries and Related Matters

102.1. Academic casual

102.1.1. Principles

102.1.2. For the term of this Agreement the calculation of casual rates of pay staff will be based on three base-rate building blocks with the following formulae:

102.1.2.1. Lecturing rate and higher marking rate

(Second step of full time Level B scale/52)

----- + 25%

36.75

102.1.2.2 Rate applicable to performance of other duties involving full subject coordination or possession of a relevant doctoral qualification.

(Sixth step of full-time Level A scale/52)

----- + 25%

36.75

102.1.2.3 Rate applicable to all other duties

(Second step of full-time Level A scale/52)

----- + 25%

36.75

102.2. Lecturing

102.2.1. A casual employee required to deliver a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and provide directly associated non-contact duties in the nature of preparation, related marking and student consultation shall be paid at a rate for each hour of lecture delivered, according to the Lecturing rate.

102.2.2. For the purposes of this Clause, the term "lecture" means:

102.2.2.1. any education delivery described as a lecture in a course or unit outline,

102.2.2.2. or in an official timetable issued by the Institute;

102.2.2.3. or any class the primary purpose of which is the presentation of new subject material;

102.2.2.4. or the introduction of new ideas;

102.2.2.5. or any master class where a single staff member has sole responsibility for delivery of the lecture.

102.2.3. The term "basic lecture" means lectures with full resourcing and guidance from the subject coordinator, includes lectures at levels up to and including UG2 or VET diploma level, and is conducted for a group of between 15 and 30 students.

102.2.4. The term "developed lecture" means all lectures other than those specified in 102.2.3. above and 102.2.6. below, including lectures at or above UG3 or VET advanced diploma level and lectures to groups of more than 30 students.

102.2.5. The term "specialist lecture" means lectures conducted by those with specialist experience or expertise, which require significant preparation.

102.2.6. The term "repeat lecture" means a second or subsequent lecture in the same subject matter within seven days of the original lecture.

102.3. Tutoring/Workshop Delivery

102.3.1. A casual employee required to deliver or present a tutorial or workshop (or equivalent delivery through other than face to face teaching mode) of a specified duration and provide directly associated non-contact duties in the nature of preparation, related marking and student consultation, shall be paid at a rate for each hour of tutorial or workshop delivered or presented, according to the Tutoring/Workshop Delivery rate.

102.3.2. The hourly rate in a repeat tutorial or workshop applies to a second or subsequent delivery of substantially the same subject matter within a period of 7 days, and any marking and student consultation reasonably contemporaneous with it.

102.3.3. For the purposes of this Clause, the term "tutorial" or "workshop" means:

102.3.3.1. any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the Institute, other than a lecture as defined in sub-clause 102.2 above; or

102.3.3.2. any undergraduate education delivery described as a workshop in a course or unit outline, or in an official timetable issued by the Institute, other than a lecture as defined in sub-clause 102.2 above; or

102.3.3.3. any one-to-one and small group teaching, other than a lecture as defined in sub-clause 102.2 above.

102.3.3.4. A tutorial or workshop is delivered for a group of fewer than 15 students. Tutorial or workshop delivery for larger groups may involve team teaching by two or more staff members.

102.3.3.5. The terms "repeat tutorial" and "repeat workshop" include a second or subsequent delivery of the same tutorial or workshop within seven days to a group of students undertaking the same subject at the same year level.

102.4. Clinical Nurse Educators

102.4.1. A casual employee required to provide undergraduate clinical nurse education shall be paid for each hour of clinical education delivered, together with directly associated non-contact duties in the nature of preparation, related marking and student consultation, according to the Undergraduate Clinical Nurse Education rate.

102.4.2. For the purposes of this Clause, the term "undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a clinical setting.

102.5. Marking

102.5.1. A casual employee required to undertake marking other than marking as specified in 102.2, 102.3 and 102.4 above shall be paid according to the Marking rate.

102.6. Other Required Academic Activity

102.6.1. A casual employee required to undertake academic activity as specified under 102.6.2.) below shall be paid in accordance with the rate for Other Required Academic Activity.

102.6.2. For the purposes of this Clause, "other required academic activity" shall include but not be limited to work of the following nature:

102.6.2.1. the conduct of practical classes, demonstrations, student field excursions;

102.6.2.2. the conduct of clinical sessions other than clinical nurse education;

- 102.6.2.3. the conduct of performance and visual art studio session;
- 102.6.2.4. development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
- 102.6.2.5. consultation with students;
- 102.6.2.6. supervision; and attendance at School and/or other Institute meetings as required.

ACADEMIC		Mar-18	Mar-19	Mar-20
Designation		2.50%	1.50%	1.50%
ACA.1	Academic A	65,040	66,016	67,006
ACA.2	Academic A	68,503	69,530	70,573
ACA.3	Academic A	71,963	73,043	74,138
ACA.4	Academic A	75,428	76,559	77,708
ACA.5	Academic A	78,303	79,477	80,670
ACA.6	Academic A	81,279	82,499	83,736
ACA.7	Academic A	84,268	85,532	86,815
ACA.8	Academic A	87,248	88,557	89,885
ACB.1				
ACB.1	Academic B	91,842	93,220	94,618
ACB.2	Academic B	95,289	96,718	98,169
ACB.3	Academic B	98,730	100,211	101,714
ACB.4	Academic B	102,175	103,708	105,263
ACB.5	Academic B	105,620	107,204	108,812
ACB.6	Academic B	109,063	110,699	112,360
ACC.1				
ACC.1	Academic C	112,506	114,194	115,907
ACC.2	Academic C	115,951	117,690	119,456
ACC.3	Academic C	119,395	121,186	123,004
ACC.4	Academic C	122,842	124,685	126,555
ACC.5	Academic C	126,281	128,175	130,098
ACC.6	Academic C	129,730	131,676	133,651
ACD.1				
ACD.1	Academic D	135,470	137,502	139,565
ACD.2	Academic D	140,058	142,159	144,291
ACD.3	Academic D	144,651	146,821	149,023
ACD.4	Academic D	149,244	151,483	153,755
ACE.1				
ACE.1	Academic E	174,502	177,120	179,776

PHD start rate at minimum of ACB.1

ADMINISTRATION		Mar-18	Mar-19	Mar-20
Designation		2.50%	1.50%	1.50%
AO1.4	Administration	52,125	52,907	53,701
AO1.5	Administration	53,157	53,954	54,763
AO1.6	Administration	54,358	55,173	56,001
AO2.1	Administration	55,109	55,936	56,775
AO2.2	Administration	56,650	57,499	58,362
AO2.3	Administration	57,869	58,737	59,619
AO2.4	Administration	59,084	59,970	60,870
AO2.5	Administration	60,299	61,203	62,121
AO3.1	Administration	61,784	62,711	63,651
AO3.2	Administration	62,970	63,914	64,873
AO3.3	Administration	64,174	65,137	66,114
AO3.4	Administration	66,591	67,590	68,604
AO4.1	Administration	69,758	70,805	71,867
AO4.2	Administration	70,980	72,045	73,126
AO4.3	Administration	73,061	74,157	75,269
AO4.4	Administration	75,141	76,268	77,412
AO4.5	Administration	77,227	78,385	79,561
AO4.6	Administration	79,543	80,736	81,947
AO5.1	Administration	81,843	83,071	84,317
AO5.2	Administration	83,974	85,234	86,512
AO5.3	Administration	86,106	87,398	88,709
AO6.1	Administration	89,924	91,273	92,642
AO6.2	Administration	93,458	94,860	96,283
AO6.3	Administration	96,992	98,447	99,923
AO6.4	Administration	100,527	102,035	103,565
AO7.1	Administration	104,345	105,910	107,499
AO7.2	Administration	108,076	109,697	111,343
AO7.3	Administration	112,220	113,903	115,612
AO8.1	Administration	116,673	118,423	120,199
AO8.2	Administration	121,340	123,160	125,007
AO8.3	Administration	126,194	128,087	130,008

PHYSICAL		Mar-18	Mar-19	Mar-20
Designation		2.50%	1.50%	1.50%
PH1.1	Physical	47,089	47,795	48,512
PH1.2	Physical	47,614	48,329	49,053
PH1.3	Physical	48,134	48,856	49,589
PH2.1				
PH2.1	Physical	50,726	51,487	52,259
PH2.2	Physical	51,248	52,017	52,797
PH2.3	Physical	51,872	52,650	53,440
PH3.1				
PH3.1	Physical	51,872	52,650	53,440
PH3.2	Physical	52,493	53,281	54,080
PH3.3	Physical	53,160	53,957	54,766
PH4.1				
PH4.1	Physical	54,783	55,605	56,439
PH4.2	Physical	55,685	56,520	57,368
PH4.3	Physical	56,561	57,409	58,270
PH5.1				
PH5.1	Physical	57,440	58,302	59,176
PH5.2	Physical	58,233	59,107	59,993
PH5.3	Physical	59,027	59,912	60,811
PH6.1				
PH6.1	Physical	61,759	62,686	63,626
PH6.2	Physical	62,829	63,772	64,728
PH6.3	Physical	63,983	64,942	65,916
PH7.1				
PH7.1	Physical	66,755	67,757	68,773
PH7.2	Physical	67,948	68,967	70,002
PH7.3	Physical	69,194	70,232	71,285
PH8.1				
PH8.1	Physical	71,739	72,815	73,907
PH8.2	Physical	73,021	74,116	75,228
PH8.3	Physical	74,378	75,494	76,626
PH9.1				
PH9.1	Physical	77,745	78,911	80,095
PH9.2	Physical	79,490	80,682	81,892
PH9.3	Physical	81,462	82,684	83,924

PROFESSIONAL		Mar-18	Mar-19	Mar-20
Designation		2.50%	1.50%	1.50%
P1.1	Professional	59,027	59,912	60,811
P1.2	Professional	61,390	62,311	63,246
P1.3	Professional	63,862	64,820	65,792
P1.4	Professional	66,365	67,360	68,371
P1.5	Professional	68,876	69,909	70,958
P1.6	Professional	71,372	72,442	73,529
P1.7	Professional	73,873	74,981	76,106
P1.8	Professional	76,624	77,773	78,940
P1.9	Professional	81,462	82,684	83,924
P1.10	Professional	84,356	85,622	86,906
P2.1	Professional	87,124	88,431	89,757
P2.2	Professional	90,223	91,576	92,950
P2.3	Professional	93,314	94,714	96,134
P2.4	Professional	96,409	97,856	99,323
P2.5	Professional	99,503	100,995	102,510
P2.6	Professional	102,693	104,233	105,797
P2.7	Professional	105,625	107,210	108,818
P3.1	Professional	109,993	111,643	113,317
P3.2	Professional	113,907	115,616	117,350
P3.3	Professional	115,878	117,616	119,381
P4.1	Professional	119,965	121,764	123,591
P4.2	Professional	126,574	128,473	130,400
P4.3	Professional	134,022	136,032	138,073

TECHNICAL		Mar-18	Mar-19	Mar-20
Designation		2.50%	1.50%	1.50%
T1.1	Technical 1.1	51,348	52,119	52,900
T1.2	Technical	52,611	53,400	54,201
T1.3	Technical	53,871	54,679	55,499
T1.4	Technical	55,134	55,961	56,800
T1.5	Technical	56,443	57,289	58,149
T1.6	Technical	57,753	58,619	59,498
T1.7	Technical	59,063	59,948	60,848
T1.8	Technical	60,378	61,283	62,203
T1.9	Technical	61,711	62,637	63,576
T2				
T2.1	Technical 2.1	62,404	63,340	64,290
T2.2	Technical	63,754	64,710	65,681
T2.3	Technical	65,104	66,080	67,072
T2.4	Technical	66,455	67,452	68,463
T2.5	Technical	67,804	68,821	69,853
T2.6	Technical	69,151	70,188	71,241
T2.7	Technical	70,497	71,555	72,628
T3				
T3.1	Technical	72,050	73,131	74,228
T3.2	Technical	74,213	75,326	76,456
T3.3	Technical	76,376	77,521	78,684
T3.4	Technical	77,751	78,918	80,101
T3.5	Technical	79,498	80,690	81,901
T3.6	Technical	81,462	82,684	83,924
T4				
T4.1	Technical	83,144	84,391	85,657
T4.2	Technical	85,919	87,207	88,515
T4.3	Technical	88,699	90,030	91,380
T4.4	Technical	91,365	92,736	94,127
T5				
T5.1	Technical	94,259	95,673	97,108
T5.2	Technical	97,043	98,499	99,976
T5.3	Technical	99,825	101,322	102,842
T5.4	Technical	102,693	104,233	105,797
T6.1	Technical	104,347	105,912	107,501
T6.2	Technical	105,926	107,514	109,127
T6.3	Technical	107,536	109,149	110,786

LECTURING	Mar-18	Mar-19	Mar-20
Type of lecturing and associated working time assumed	2.50%	1.50%	1.50%
Basic Lecture (1hour of delivery and 2 hours associated working time)	164.47	166.94	169.44
Developed Lecture (1hour of delivery and 3 hours associated working time)	219.29	222.58	225.92
Specialised Lecture (1hour of delivery and 4 hours associated working time)	274.11	278.22	282.39
Repeat Lecture (1hour of delivery and 1 hours associated working time)	109.63	111.28	112.95

TUTORING & WORKSHOPS	Salary per hour of tutorial or workshop delivered, where clause 101.1 b (iii) applies			Salary per hour of tutorial or workshop delivered, where clause 101.1 b (ii) applies		
	Mar-18	Mar-19	Mar-20	Mar-18	Mar-19	Mar-20
	2.50%	1.50%	1.50%	2.50%	1.50%	1.50%
Tutorial/Workshop delivery (1 hour of delivery and 2 hours of associated working time) For Final Year Advanced Diploma and above	118.23	120.01	121.81	140.28	142.39	144.52
Tutorial/Workshop delivery (1 hour of delivery and 1 hours of associated working time) Up to and including Diploma Level	83.14	84.38	85.65	83.14	84.38	85.65
Repeat Tutorial/Workshop	59.11	60.00	60.90	62.36	63.30	64.25

NURSE EDUCATION	Salary per hour of tutorial or workshop delivered, where clause 101.1 b (iii) applies			Salary per hour of tutorial or workshop delivered, where clause 101.1 b (ii) applies		
	Mar-18	Mar-19	Mar-20	Mar-18	Mar-19	Mar-20
Type of undergraduate clinical nurse education and associated working time assumed	2.50%	1.50%	1.50%	2.50%	1.50%	1.50%
Little preparation required (1 hour of delivery and 0.5 hours of associated working time)	59.11	60.00	60.90	70.14	71.19	72.26
Normal Preparation time (1 hour of delivery and 1 hours associate working time)	78.82	80.00	81.20	93.52	94.92	96.35

MARKING	Salary per hour of tutorial or workshop delivered, where clause 101.1 b (iii) applies			Salary per hour of tutorial or workshop delivered, where clause 101.1 b (ii) applies		
	Mar-18	Mar-19	Mar-20	Mar-18	Mar-19	Mar-20
Type of Marking	2.50%	1.50%	1.50%	2.50%	1.50%	1.50%
Standard Marking	59.11	60.00	60.90	70.14	71.19	72.26
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B Status	54.82	55.64	56.47			

OTHER	Salary per hour of activity, where clause 101.1.b.(iii) applies			Salary per hour of activity, where clause 101.1.b (ii) applies		
	Mar-18	Mar-19	Mar-20	Mar-18	Mar-19	Mar-20
	2.50%	1.50%	1.50%	2.50%	1.50%	1.50%
Other required academic activity	39.41	40.00	40.60	46.76	47.46	48.17

103. Attachment 2 - Determination Number 1

Employees of Batchelor Institute shall be paid no less than the rate for allowances stipulated in the Northern Territory of Australia Public Sector Employment and Management Act Determination Number 1, issue annually and applicable for the following calendar year (1 January) by the Commissioner for Public Employment.

Commissioner Platt
Fair Work Commission
chambers.platt.c@fwc.gov.au
10th Floor, NT House, 22 Mitchell Street
Darwin NT 0800

4 November 2019

**Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2018-2020
Undertakings**

*In the matter of AGS2019/3726 - Application by Batchelor Institute of Indigenous Tertiary Education T/A
Batchelor Institute*

Batchelor Institute of Indigenous Tertiary Education T/A Batchelor Institute makes the following undertakings in relation to the Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2018-2020.

1. In relation to clause 30.2 for Fixed Term employees, severance pay will be no less than the redundancy pay provisions specified in s.119 of the *Fair Work Act 2009*.
2. In relation to clause 53 Abandonment of Employment, period of notice will be in accordance with clause 52.1 Notice in Relation to Termination.
3. The Institute clarifies in relation to Clause 16 Salaries:
 - (a) Fixed term General Staff acting in a Senior Staff members role above an AO8 on a fixed term contract the following minimum salary rates excluding superannuation will apply:

Designation	RATE	2018	2019	2020
E01.1	\$133,710	\$137,053	\$139,109	\$141,195
E01.2	\$139,059	\$142,535	\$144,674	\$146,844
E01.3	\$144,621	\$148,237	\$150,460	\$152,717

4. The Institute clarifies in relation to clause 28 Employee Ceasing Employment refers to notice to be given by an employee.

5. 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.

Yours sincerely,



Professor Steve Larkin
Chief Executive Officer
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Mobile: 0401 995 933
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