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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. 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**

This agreement applies to all academic and general staff employees of the Institute. Senior Management Staff employed on a performance base contract with remuneration (excluding superannuation) in excess of Academic level ‘E’ are excluded from this agreement.

6. **Definitions**


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.


6.4 *Casual employee* shall mean an employee engaged by the hour and paid on an hourly basis that includes a loading of 25%, which is compensation for paid annual recreation leave, personal leave and other applicable paid leave under this agreement, for a period of less than 3 month.

6.5 *Consultation* means a process whereby the Institute and/or employees and/or parties to the Agreement exchange information about a matter or issue, hold discussion to explain points of view and take into account each other’s view. For meaningful consultation to occur, the parties must be able to contribute to the
decision making process in appearance, as well as in fact.

6.6 **Council** means the Batchelor Institute of Indigenous Tertiary Education Council.

6.7 **Continuous service** means continuous paid service other than casual service with the Institute, providing that no more than six-month break has occurred between periods of employment.

6.8 **De facto partner** in relation to an employee means:
(a) 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
(b) Includes a former de facto partner of the employee.

6.9 **Director** is the person from time to time holding the office of Director 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 27 of this Agreement.

6.13 **FWA** means Fair Work Australia; 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, chiro practitioner, osteopath, optometrist, pharmacists and clinical or counselling psychologist or psychiatrist.

6.16 **Immediate Family** shall mean and refer to an employee’s spouse or domestic partner (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 or sister in-law.

6.17 **Institute** shall mean the Batchelor Institute of Indigenous Tertiary Education, its facilities, annexe, study centres or other facilities that are used for administration and/or the delivery of education.
6.18 **Misconduct** shall mean and refer to conduct which is not serious misconduct as defined, but which is nonetheless conduct that is unsatisfactory.

6.19 **Ordinary 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.

6.20 **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.

6.21 **Parties** mean and refer to the Parties of the Agreement.

6.22 **Policies and Guidelines** refer to documents that have been developed and agreed to following consultation with the parties to the agreement. Policies and Guidelines may be updated from time to time following consultation with the Parties to 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 and refer to a person nominated by an employee to undertake representations 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 practising barrister or solicitor.

6.25 **Resignation** shall mean and refer to an employee of the Institute terminating his/her employment at the initiative of the employee on a nominated date by the employee in accordance with the provisions of this agreement.

6.26 **Serious misconduct** shall mean:
(a) Serious misbehaviour or improper conduct of a kind that constitutes a serious impediment to carrying out the employee’s duties and/or;
(b) Serious dereliction of duties required to be undertaken by the employee and/or;
(c) Conviction by a court, which constitutes a serious impediment to the kind referred to in paragraph (a) hereof.

6.27 **Service** shall mean and refer to the length of continues service full time or Otherwise as an employee of the Institute.

6.28 **SCC** shall mean and refer to the Staff Consultative Committee.
6.29 **Union(s)** shall mean and refer to the Union(s) listed as party to the Agreement.

6.30 **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 2014.

7.2 This agreement has been negotiated between the Batchelor Institute of Indigenous Tertiary Education and the listed Unions (Parties):
(a) The National Tertiary Education Industry Union (NTEIU);
(b) The Australian Education Union NT Branch (AEU);
(c) 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 2005. Nothing in this agreement shall affect the rights conferred on staff by section 4 of the schedule to the Batchelor Institute of Tertiary Education Act.

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 six month 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 when requested.

11. **Implementation and Monitoring of Agreement**

11.1 There shall be an Enterprise Agreement Implementation Working Party which shall consist of and up to four nominees of the Director, one of which will be chair and four staff representatives. The Enterprise Agreement Working Party will meet no less frequently than at three-monthly intervals to review progress in implementation of this Agreement.
11.2 The four staff representatives will also constitute a Staff Consultative Committee (SCC) established by this Agreement to assist in the effective operation of the agreement by performing the functions that are assigned to it by this Agreement. The SCC membership will be comprised as follows:

(a) 1 elected member of general staff;
(b) 1 elected member of academic staff;
(c) 1 member of general staff nominated by the Union parties to this Agreement; and
(d) 1 member of academic staff nominated by the Union parties to this Agreement.

11.3 Members elected to the Staff Consultative Committee shall serve for the life of this Agreement and will be eligible for re-election. Should an elected member cease to be a staff member of the Institute or resign from the Staff Consultative Committee her or his term, the Institute will conduct an election commencing within four weeks to replace the member until the next scheduled election.

11.4 Subject to the operational requirements of the Institute, time release shall be provided to members of the Staff Consultative Committee to perform those functions specified in this Agreement. In particular it is envisaged that, subject to this clause, members of the Staff Consultative Committee will require time release to sit on committees and panels, for consultation, and in relevant negotiations.

11.5 The Institute will provide the Staff Consultative Committee with access to a reasonable meeting space. Members of the Staff Consultative Committee will have reasonable access to computer and telephone equipment. These will be provided for the expeditious and thorough performance of all the functions assigned to it by this Agreement.

11.6 Members of the SCC may have access to reasonable use, during working hours, of Institute equipment and facilities to assist them in the discharge of their responsibilities. All personnel accessing the Institute's IT facilities must abide by the Institute's code of conduct in relation to the use of information technology facilities.

11.7 Employees elected as staff representatives or workplace union delegates will have reasonable access to paid leave for Workplace Relations training.

12. Disputes Settling Procedure

The objective of these procedures is the avoidance and resolution of any workplace dispute, by measures based on the provision of information and explanation, consultation, cooperation and negotiation and the desire of the Institute to treat all employees fairly. These procedures shall apply to any dispute raised by the Union/s or an employee or the Institute. Any employee involved in a dispute will be entitled to be represented by their respective Union at any and all stages of this procedure.
Where an employee is aggrieved by a decision or action taken, or the failure to take a decision or action, in relation to the application of this Agreement or the National Employment Standards, the following procedures must apply.

In the first instance an aggrieved employee or their chosen representative must raise any disputed matter with his or her Head of School or other Work Unit Supervisor, however designated. The employee and supervisor will confer as expeditiously as practicable given the operational environment, within one working week of the employee notifying the supervisor.

Where the matter is not resolved under 12.2, the supervisor shall notify the Director. The aggrieved employee, and/or a representative nominated by that member of staff if they so choose, and a nominee of the Director will discuss the dispute, within one working week of the supervisor's notifying the Director, and attempt to reach written agreement, subject to ratification by each party.

Where a dispute is not resolved under Clauses 12.2 and 12.3, at the request of either party to the dispute, a Disputes Committee will be convened within one working week of notification to the Director, unless agreed otherwise. The Disputes Committee will consist of:

(a) An independent chair, selected by the Director in consultation with the elected members of the SCC;
(b) A nominee of the Director; and
(c) A nominee of the elected members of the SCC.

The Disputes Committee shall seek to resolve the matter and to reach written agreement within one working week of its first meeting, such agreement to be subject to ratification by each party.

Any of the timeframes specified under Clauses 12.2 to 12.4 above may be extended by mutual agreement for a period of up to 15 working days.

Until the procedures under Clauses 12.2 to 12.4 have been exhausted, without prejudice to any party, and except where a bona fide safety issue is involved, work shall continue in the normal manner. Where a bona fide safety issue exists, an employee shall not work in an unsafe environment but, where appropriate, shall accept reassignment to alternative suitable work in the meantime. The Institute, any union or any employee, will take no industrial action.

Should the dispute not be resolved by the processes referred to under Clauses 12.2 to 12.4 or if any party to the dispute refuses to engage in the processes referred to under Clauses 12.2–12.4, any party to the dispute may refer the matter to Fair Work Australia.
12.9 Unless the parties to the dispute agree to the contrary, Fair Work Australia will, in responding to notification have regard to whether the parties to the dispute have, in good faith, undertaken the previous steps of these procedures.

12.10 Fair Work Australia will resolve the dispute by conciliation and/or arbitration. The parties to the dispute will implement the decision of Fair Work Australia.

13. 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:

13.1 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 and any loadings to which they are entitled.

13.2 The arrangement meets the genuine needs of the Institute and employee in relation to one or more of the matters referred to in Clause 13.2.

13.3 The arrangement is genuinely agreed to by the Institute and the employee.

13.4 The Institute must ensure that the individual flexibility arrangement:
   (a) Is in writing;
   (b) Includes the name of the Institute and the employee;
   (c) 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
   (d) Includes details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.

13.5 The Institute must ensure that the terms of any individual flexibility arrangement:
   (a) Are about permitted matters under section 172 of the Fair Work Act 2009;
   (b) Are not unlawful terms under section 194 of the Fair Work Act 2009;
   (c) Result in the employee being better off overall than he or she would be if no arrangement was made; and
   (d) 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.

13.6 The Institute must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.
13.7 The Institute or the employee may terminate the individual flexibility arrangement:
(a) By giving 28 days written notice to the other party to the agreement; or
(b) If the Institute and employee agree in writing, at any time.

14. **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. 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

15. **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 2012, 2013 and 2014 by 4%. Casual loading for all relevant Institute employees will be 25% as from the date of certification of this agreement.

16. **Hours of Work (General Staff)**

16.1 The ordinary hours of duty for full-time employees will be 36.75 hours per week, except that employees in the Physical and Childcare Worker Classifications ordinary hours will be 38 hours per week, with a span of hours from 5.30am to 7pm. Time worked as overtime or shift work is calculated to the nearest quarter hour.

16.2 Part-time employment means employment for less than the normal work load specified for a full-time employee in the same classification, 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.

16.3 Except as provided for under the flexible working hours provisions hereunder, the ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks do not break continuity. An employee may not work more than five hours without a meal break.

16.4 Programmed Day Off

(a) Employees in the Physical and Childcare worker 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;

(b) 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.

17. **Overtime and Related Allowance (General Staff)**

17.1 The Institute may require an employee to work reasonable overtime. To this end the Institute shall maintain and apply a policy that prescribes the use of overtime. Any changes to the policy will be made in consultation with the SCC. The policy shall give effect to the following definitions and entitlements regarding overtime.
Duty is considered overtime, where it is performed by direction, or if circumstances do not permit prior direction, is subsequently approved in writing:

(a) Monday to Friday outside the span of ordinary hours (5.30 am to 7pm);
(b) Monday to Friday during the span of ordinary hours but beyond the length of time the employee is normally required to work on the day concerned; or
(c) A Saturday, Sunday or Public Holiday.

Employees classified at or below the maximum classification of AO6 are eligible for paid overtime at their respective rates of pay.

Full-time employees classified above the maximum classification of AO6 are not eligible for paid overtime. With prior approval, Time off in Lieu (TOIL), may be accrued 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 ordinary rate of pay.

Part-time employees classified above the maximum classification of AO6 shall be paid at the normal hourly rate for overtime worked as long as the total amount worked does not exceed the ordinary hours of duty for a full-time employee as stipulated in Clause 16.1.

Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.

An employee’s salary for calculating overtime will include higher duties and other allowances in the nature of salary.

The following formula will be used to calculate an employee’s equivalent hourly rate:

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

Payment for Overtime (other than Academic Staff)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Monday-Saturday</th>
<th>Sunday</th>
<th>Public Holiday</th>
<th>Min. Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative, Professional,</td>
<td>First 3 hours time and a half, then double time</td>
<td>Double</td>
<td>Double time and a half</td>
<td>4 Hours</td>
</tr>
<tr>
<td>Technical</td>
<td></td>
<td>time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Physical and Childcare</td>
<td>First 2.5 hours time and a half, then double time</td>
<td>Double</td>
<td>Double time and a half</td>
<td>4 Hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>time</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Exceptions to Standard payment for overtime

<table>
<thead>
<tr>
<th>Type of Duty</th>
<th>Rate of Pay</th>
<th>Minimum Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Duty</td>
<td>Double time</td>
<td>2 hours (incl. travelling time)</td>
</tr>
<tr>
<td>On Call</td>
<td>Between 7pm and 7am: 102% of ordinary rate for that day</td>
<td>One hour</td>
</tr>
<tr>
<td></td>
<td>Between 7am and 7pm: 41% of ordinary rate for that day</td>
<td></td>
</tr>
<tr>
<td>Stand by</td>
<td>50% of ordinary rate of pay for that day</td>
<td>One hour</td>
</tr>
<tr>
<td>Home Duty</td>
<td>75% of ordinary rate of pay for Monday – Saturday</td>
<td>One hour</td>
</tr>
<tr>
<td></td>
<td>100% of ordinary rate for Sunday</td>
<td></td>
</tr>
<tr>
<td></td>
<td>121% of ordinary rate for public holidays</td>
<td></td>
</tr>
<tr>
<td>Passive duty</td>
<td>100% of ordinary hourly rate for Mon–Sat</td>
<td>One hour</td>
</tr>
<tr>
<td></td>
<td>133% of ordinary hourly rate for Sunday</td>
<td></td>
</tr>
<tr>
<td></td>
<td>166% of ordinary hourly rate for public holidays</td>
<td></td>
</tr>
<tr>
<td>Duty Employee</td>
<td>100% of ordinary hourly rate for Mon–Sat</td>
<td>One hour</td>
</tr>
<tr>
<td></td>
<td>166% of ordinary hourly rate for Sunday</td>
<td></td>
</tr>
<tr>
<td></td>
<td>200% of ordinary hourly rate for public holidays</td>
<td></td>
</tr>
</tbody>
</table>

### Shift Work

(a) 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;

(b) Table 4: Shift Allowance Schedule Ordinary Time

<table>
<thead>
<tr>
<th>Hours worked</th>
<th>Payment in addition to ordinary salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between 6pm and 6:30am</td>
<td>15%*</td>
</tr>
<tr>
<td>4-week shift rotation, falling wholly between 6pm-8am</td>
<td>30%*</td>
</tr>
<tr>
<td>Saturday</td>
<td>50%</td>
</tr>
<tr>
<td>Sunday</td>
<td>100%</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>150%</td>
</tr>
</tbody>
</table>

(c) *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 6am to 2pm, the entire shift attracts a 15% shift allowance;
Table 5: Shift Work Payment for Overtime

<table>
<thead>
<tr>
<th>Incidence of Overtime</th>
<th>Rate</th>
<th>Minimum Payment**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday and Sunday</td>
<td>Double time</td>
<td>4 hours</td>
</tr>
<tr>
<td>Public Holiday</td>
<td>Double time and a half</td>
<td>3 hours</td>
</tr>
<tr>
<td>Restriction Duty</td>
<td>See Table 3 above</td>
<td>3 Hours</td>
</tr>
</tbody>
</table>

(e) **The minimum payment provision is inclusive of meal breaks and is not applicable when overtime is continuous with ordinary hours of work;
(f) 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;
(g) 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;
(h) A shift worker who consciously objects to duty on a Sunday is entitled to seek to furnish a substitute.

17.12 Flexi time
(a) The Institute shall maintain a policy on the use of Flexi time by employees;
(b) It is at the discretion of the supervisor of a work unit to determine whether and how flexi time is to be used in that work unit;
(c) Hours worked under a flexi time arrangement must fall within the ordinary span of hours as prescribed by Clause 16.1;
(d) Employees may carry a maximum of 15 flexi time credit hours accrued in a pay period in to the subsequent pay period. Flexi time hours in excess of 15 hours are forfeited at the end of a pay period. Flexi time hours not used in the pay period subsequent to the period in which they are accrued are forfeited;
(e) Employees may carry a maximum of 10 flexi time debit hours accrued in a pay period in to the subsequent pay period. Where an employee has in excess of 10 flexi time debit hours at the end of a pay period, the employee is required to submit an application for leave without pay for the excess hours. Where a flexi time debit of up to 10 hours carried over is not acquitted by the end of the pay period subsequent to the period in which it was accrued, the employee is required to submit an application for leave without pay for the hours of the debit.

18. Northern Territory Allowance

18.1 For the purpose of the clause Dependent in relation to an employee means:
(a) an employee’s spouse, 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

(b) Any other person approved by the Director for that purpose.

18.2 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.

18.3 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.

18.4 An employee in receipt of the Northern Territory Allowance will notify the Director of any changes in the employee’s living arrangements including the temporary relocation of a dependent. The Director will review the payment of the Northern Territory Allowance accordingly.

18.5 Northern Territory Allowance is paid on a 7 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 61.

18.6 The Institute may from time to time require information to verify eligibility.

19. **Higher Duties Allowance (HDA)**

19.1 The Director may 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.

19.2 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 5 working days and not more than 12 months for all staff depending on the circumstances related to the backfilling of the position. If an employee is required to undertake higher duties on a regular basis the Institute will negotiate a mutually acceptable arrangement.

19.3 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.
19.4 An employee who, immediately before proceeding on paid leave was receiving higher duties allowance, shall continue to be paid such a higher duties allowance at the same rate which would have applied otherwise.

19.5 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. **Remote Functions Allowance**

Employees based in remote localities Categories 1, 2, or 3 as defined in Institute policies, 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 Schools 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 Faculty or Unit.

21. **Salary Sacrifice**

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

22. **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.

23. **Superannuation**

The Institute shall maintain existing superannuation arrangements, including employer contribution levels and eligibility and membership requirements. For new staff employed under the nominal terms of this agreement, the Institute will provide the same superannuation employer contributions and arrangements, at the level required by the Superannuation Guarantee Levy legislation, 9% as currently provided to commencing staff.

**NOTE:** The Institute confirms its intention to work towards offering University Super arrangements consistent with that offered by other providers in the Higher Education sector. Further discussion will form part of the next agreement with the view to achieving 17% employer superannuation contribution as part of the settlement.
PART 3. EMPLOYMENT CATEGORIES AND WORK PLACE MANAGEMENT

24. Types of Employment

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 Clause 28.2.

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. Nothing in this Agreement shall limit the number or proportion of employees that the Institute may employ in a particular type of employment.

25. 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:

25.1 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.

25.2 A fixed-term employee, the term of the employment, the length and terms of any period of probation, and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment.

25.3 Casual employees, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.

25.4 Any employee subject to probationary employment, the length and terms of the probation.

25.5 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.

26. Continuing Employment

“Continuing Employment” means all employment other than fixed-term employment and casual employment.

26.1 Continuing employment may either be on a full-time or fractional part-time basis and shall have no fixed end date.
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.

27. Fixed Term Employment

“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 3 years and is limited to the following circumstances:

(a) 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);
(b) A post retirement contract where the staff member is a genuine retiree;
(c) The staff member elected to change from continuing employment to a pre-retirement contract and will not be renewed;
(d) The work performed by the staff member is predominantly related to discontinued programs and the position is not to continue;
(e) 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;
(f) 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;
(g) To meet a curriculum requirement in vocation or professional education for recent practical or commercial experience.

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

27.2 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.

27.3 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.
27.4 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.

28. Fixed Term Employment Notice and Severance Pay

28.1 A fixed-term employee shall be entitled to:
(a) Notice of Cessation or Renewal of Employment upon Expiry of Contract
   (i) The Institute shall provide to a fixed-term staff member a written notice that at the expiry date of the contract the Institute intends to:
      (1) Continue the position on a further fixed-term contract basis
      (2) Continue the position on a continuing basis and
      (3) Discontinue the position;
   (ii) Where the Institute has made a determination in accordance with Clause 28.(a)(i) (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;
   (iii) 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 |

**NOTE 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.

**NOTE 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 clause, it shall be sufficient compliance with this 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;

(iv) Where the Institute gives notice in accordance with Clause 28.1 (a)
   (i) 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;

(v) The Institute may refuse conversion on reasonable grounds, which may include, but are not limited to the following:
   (1) The staff member is a student of the Institute
   (2) The staff member is a genuine retiree
(3) The staff member elected to change from continuing employment to a pre-retirement contract
(4) The work performed by the staff member is predominantly related to discontinued programs
(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
(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.

28.2 Severance Pay
(a) Severance pay shall be payable, as outlined below, where:
   (i) The Institute has made a determination in accordance with Clause 28.1(a)(iii);
   (ii) The staff member seeks to continue employment;
   (iii) The staff member has been employed on a second or subsequent fixed term contract;
   (iv) The staff member is not employed on a fixed-term contract to undertake predominantly research or a specific task or project, or on a pre-reirement contract, or is a student of the Institute; and
   (v) The staff member has entered into the second and/or subsequent fixed term contract after the date of certification of this Agreement.

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years or more but less than 4 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>4 years or more but less than 5 years</td>
<td>5 weeks’ pay</td>
</tr>
<tr>
<td>5 years or more but less than 6 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>6 years or more but less than 7 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>7 years or more but less than 8 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>8 years or more but less than 9 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>9 years or more but less than 10 years</td>
<td>9 weeks’ pay</td>
</tr>
<tr>
<td>10 years and over</td>
<td>12 weeks’ pay</td>
</tr>
</tbody>
</table>

(b) Severance pay for staff employed on a fixed term contract to undertake predominantly research or specific task or project shall be payable, as outlined below, where the following conditions are met:
   (i) The Institute has made a determination in accordance with Clause 28.1(a)(i)(3); and
   (ii) The staff member seeks to continue employment; and
   (iii) The staff member has been employed on a second or subsequent fixed term contract.

OR
The following conditions are met:
   (iv) The Institute has made a determination in accordance with Clause 28.1(a) (i) or (ii); and
(v) The staff member does not meet the circumstances described in Clause 28.1 (ii).

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or more but less than 2 years</td>
<td>4 weeks’ pay</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>6 weeks’ pay</td>
</tr>
<tr>
<td>3 years or more but less than 4 years</td>
<td>7 weeks’ pay</td>
</tr>
<tr>
<td>4 years or more</td>
<td>8 weeks’ pay</td>
</tr>
</tbody>
</table>

28.3 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.

29. 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 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.

The casual loading will be 25% from the commencement of the first pay period on or after the date of signing of this Agreement.

29.1 Academic Casual Employees
(a) 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;
(b) Casual academic employees will not be responsible for the employment or supervision of other employees;
(c) Casual academic employees should only be involved in administration to the extent that it is necessary to support their academic responsibilities;
(d) The definitions for casual academic employee classifications, and rates of pay, are contained in Part 16 of this Agreement. Conditions relating to marking and assessment performed by a casual academic employee are also contained in Part 16;
(e) 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;
(f) 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;
(g) Casual academic staff, other than those employed on an occasional or ad hoc basis, shall be entitled to attend Faculty/Divisional meetings
(including but not limited to Faculty forums) on the same basis as permanent academic staff;

(h) 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 learn line
- out-of-hours access
- telephone access
- email accounts
- network and intranet access
- inclusion in the Institute’s telephone book and web directory

(i) 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;

(j) 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;

(k) 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 5 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.

29.2 General Staff Employees

(a) Overtime is only payable to casual general staff employees in respect of work on any one day in excess of 20% of the ordinary weekly hours of equivalent full-time employees. In respect of such excess, an employee will receive the greater of overtime rates or the casual loading, but not both.

(b) The minimum period of engagement for a casual general staff employee will be three hours per day except where the casual:

(i) 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;

(ii) Has a primary occupation elsewhere (or with the Institute), in which case the minimum period of engagement will be one hour;

(iii) Requests and the Institute agrees to an engagement of less than the minimum three hours.

(c) 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.
30. Batchelor Institute Position Classification Standards

30.1 The Batchelor Institute of Indigenous Tertiary Education Position Classification Standards for academic positions shall continue to be applicable at the Institute.

30.2 These Position Classification Standards describe the broad categories of responsibilities attached 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.

30.3 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.

31. Probation Period

31.1 Academic Probation
(a) 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 at least satisfactorily;
(b) Any person appointed to an academic position at the Institute for more than six months duration shall normally be required to complete a probationary period;
(c) Period of Probation
   (i) In determining the length of the probationary period, the Institute shall take into account the employee’s qualifications and experience and the duration of the appointment;
   (ii) For fixed-term appointments, the probationary period shall be normally not more than half of the duration of the appointment;
   (iii) For continuing appointments, the probationary period shall be normally up to twenty-four 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 months.
   (d) The employee shall be advised of the length of the probationary period and the name and position of his/her supervisor prior to commencement of employment through the letter of offer or contract of employment;
   (e) At or as soon as possible after commencement of employment, the new employee shall be inducted, at which time, probation requirements shall be explained;
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:
(i) Review progress;
(ii) Provide constructive feedback on the employee’s performance;
(iii) Discuss problems and concerns;
(iv) Provide assistance and advice;
(v) Identify and address any professional development needs;
(vi) Clarify the requirements of the position; and
(vii) Make a recommendation/decision to confirm or not to confirm employment, after a final review.

If the supervisor is not a Head of Faculty or other appropriate senior manager, the supervisor shall make a recommendation to the relevant senior manager. If the supervisor is a Head of Faculty or other appropriate senior manager, s/he shall decide on the action to be taken as a result of the final probation review;

Before the end of the employee’s probationary period and as a result of the final probation review, the supervisor may recommend/decide that:
(i) The appointment be confirmed in accordance with the contract of employment; or
(ii) The appointment be annulled.

Termination of Employment
If the result of the final probation review is to annul employment, three months notice will be given, or by mutual agreement, payment in lieu thereof;

Appeals against Decision to Terminate Employment
Where the probation review process leads to a decision to terminate employment, the employee may elect to appeal;
(i) Within ten working days of receiving written notice of the decision to terminate employment, a written appeal must be lodged with the Director;
(ii) An Appeal Committee shall be established to hear the appeal. The Appeal Committee comprises:
(1) A senior academic nominated by the Director
(2) A nominee of the NTEU and
(3) A Chairperson mutually agreed between NTEU and the Director. Wherever practicable, the members of the Appeal Committee will be academics holding continuing appointments and from a cognate discipline.
(iii) 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;
(iv) 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;

(v) The Appeal Committee shall prepare a written report to the Director and shall make a recommendation to:
   (1) Dismiss the appeal or
   (2) Uphold the appeal such that the employment of the employee is confirmed in accordance with the employment contract.

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

(l) 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;

(m) The Director’s decision shall be final.

31.2 General Staff Probation

(a) 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 at least satisfactorily;

(b) Any person appointed to a position at the Institute for more than six months duration shall normally be required to complete a probationary period;

(c) Period of Probation
   (i) In determining the length of the probationary period, the Institute shall take into account the employee's qualifications and nature of the position;
   (ii) For fixed-term appointments, the probationary period shall normally be not more than half of the duration of the appointment;
        For continuing general staff appointments, the probationary period shall normally be up to six months.

(d) 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;

(e) 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;

(f) Termination of Appointment
   (i) 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;

(ii) The Director’s decision is final.
PART 4. ACADEMIC WORKLOADS

32. Structure of Academic Teaching Year

Appropriate teaching and administrative support facilities will be available throughout the forty-eight weeks of the year. Individual employees will not normally be required to deliver course content in more than 32 weeks of the year.

33. Workloads Establishment and Regulation

33.1 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.

33.2 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.

33.3 In determining the allocation of workloads the Institute will have regard, inter alia, to the following modes of course delivery, 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.

33.4 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.

33.5 Any Academic staff on approved leave within the Academic Calendar will be replaced at the nominal academic classification.

33.6 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 weekends or public holidays without agreement. No academic will be required to teach overseas without agreement.

33.7 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.

33.8 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.

34. **Workloads Review and Disputes Resolution**

34.1 Where, after the consultation referred to under Clause 36.5 an employee objects to the workload assigned by the Head of Faculty or other work unit (or her/his nominee) the matter will be referred to a Workloads Board of Review for consideration.

34.2 When either Unit Number or EFTS/AHC are reached, as indicated in the following formula this will trigger Clause 34.3.

<table>
<thead>
<tr>
<th>Academic Classification</th>
<th>Units</th>
<th>AHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>4</td>
<td>5.000</td>
</tr>
<tr>
<td>B - Course Coordinator</td>
<td>6</td>
<td>8.000</td>
</tr>
<tr>
<td>B</td>
<td>8</td>
<td>12.000</td>
</tr>
<tr>
<td>A</td>
<td>8</td>
<td>12.000</td>
</tr>
</tbody>
</table>

34.3 The Workloads Board of Review will consist of either:
(a) An independent chair, selected by the Director and in consultation with the SCC;
(b) A nominee of the Director; and
(c) A nominee of the elected members of the SCC.

34.4 The Workloads Board of Review will operate according to the principles of natural justice and apply the principles of Clause 33. All recommendations of the Board will be made by simple majority. The Workloads Board of Review will communicate its recommendation to the Director for a decision.
PART 5. PERFORMANCE MANAGEMENT

35. Purpose and Application

35.1 The Institute's policy and procedures for performance management and appraisal of employees are intended to assist the Institute and employees, in a collaborative and collegiate environment, to meet agreed goals by providing processes for establishing performance and developmental targets, by providing performance feedback to the employee, by establishing processes for a formal review of outcomes, and by establishing processes that inform decisions relating to incremental progression and probation.

35.2 Procedures include performance agreement and appraisal processes that will:

(a) establish targets referenced to the employee's Statement of Duties and any relevant Batchelor Institute position classification standards;
(b) review achievements against targets; and
(c) provide information on which to base performance development plans for the employee.

35.3 All employees will participate in the performance management process as a normal part of their professional responsibilities. Employees may be required to act in prescribed roles in relation to the process, as specified in Clause 37.

36. Productivity, Planning & Reporting

36.1 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. Committing all levels of the Institute to the effective implementation and management of flexible working arrangements will ensure that the needs of the Institute, its students and staff are met.

36.2 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.

36.3 The following are agreed as key factors in the increased performance of the Institute:
(a) achievement of organisational strategic goals and objectives;
(b) research, scholarship and community service;
(c) education and management systems that support teaching, research, scholarship and community service;
(d) co-operation with and active participation in change processes;
(e) ongoing improvements to the quality of services;
(f) flexible working arrangements;
(g) a commitment to professional development and career advancement;
(h) a commitment to keep pace with and to expose staff to current and emerging technologies;
(i) effective work practices; and
(j) effective planning and reporting at all levels.

36.4 Appropriate processes will be adopted by Heads of Schools and Work Unit Managers in consultation with staff, to facilitate effective planning and management of performance and thus enhance the efficiency of the operations of the Institute.

36.5 Academic Staff:
(a) Each employee will prepare in advance, no less frequently than by semester, or as required by their respective Head of Faculty or Unit or work unit supervisor, an individual Activity Plan, in the form and to the standard required, to achieve the contact hours specified in the relevant accreditation documentation, subject to agreed workloads, for delivery of course content and specified course outcomes, and to achieve the outcomes specified for non-teaching activity;
(b) Heads of Schools and Work Unit Supervisors have both the right and responsibility to require, approve and provide feedback on Semester Activity Plans, manage the implementation of Plans, and to require, review, approve and provide feedback on Term Reports against Semester Activity Plans.

36.6 General Staff:
(a) Each employee will establish a Performance Agreement in accordance with the provisions of Part 5 of this Agreement, in the form and to the standard required, to achieve the outcomes required of their position, and to provide for ongoing professional and personal development;
(b) Heads of Schools and Work Unit Supervisors have both the right and responsibility to require, approve and provide feedback on Performance Agreements; manage the implementation of Agreements, and achievements against Agreements.

37. Responsibilities in Performance Management Process

Responsibility for the performance management process in respect of the individual employee is shared between the employee, their supervisor and senior manager and, if appropriate, a colleague, as defined below.

37.1 The employee's supervisor is the employee responsible to the Head of School or equivalent work unit for supervision of the majority of the employee’s work responsibilities; or, for the purposes of these procedures, another employee, identified by the Head of Faculty or equivalent work unit in which the employee is based, with sufficient seniority, knowledge of the employee's work and contact with the employee to undertake appraisal of the employee's performance.
37.2 The employee’s senior manager is the Head of the School or equivalent work unit in which the employee is based, and has responsibility to ensure that the performance management process is implemented effectively in the School or work unit. Where an employee has responsibilities in more than one work unit, the senior managers concerned will agree as to whom, for the purposes of these procedures, shall undertake the responsibilities of the supervisor and the senior manager, and will advise all parties involved in the process accordingly.

37.3 The Director shall determine the supervisor and/or senior manager for positions not otherwise specified.

37.4 At any point in the process, the employee may nominate a colleague, acceptable to both the employee and the supervisor to assist in the performance management process.

37.5 The colleague must be a member of the same work unit as the employee, or be engaged in equivalent work in the Institute who has completed their probation period of equivalent. The colleague may be a union official. The colleague is expected to actively participate in the performance management process and may attend meetings between the employee and the supervisor. If the colleague ceases employment with the Institute, the affected employee may choose another colleague to act in this capacity.

37.6 The employee’s supervisor and senior manager have responsibility for making recommendations to the Director, based on performance appraisal, on incremental progression and probation.

37.7 All participants in the performance management process will receive appropriate training.

38. Employee Ceasing Employment

Where an employee is ceasing employment with the Institute due to resignation or the expiry of a fixed-term appointment and an appropriate period of notice has been given, it is expected that necessary action under the performance management process, including the end-of-cycle review and provision of feedback, will occur prior to cessation.

38.1 The notice period to be given by General Staff is to be a minimum of 2 weeks.

38.2 Academic Staff to give notice of one semester period.

38.3 Management are required to give the minimum period of three month.

39. Period of Performance Management Cycle

39.1 The performance management cycle will normally run for a 12-month period.

39.2 The performance management process includes:
(a) 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; 
(b) Opportunities, at least once each semester during the cycle, for formal written interim feedback to the employee; 
(c) Formal appraisal, at the end of the cycle, of achievement against the Performance Agreement; 
(d) 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 personal file; 
(e) An opportunity for the employee to comment on the appraisal; 
(f) Where appropriate preparation for the next cycle; and 
(g) A decision, as appropriate, and based on performance appraisal, on incremental progression and probation.

39.3 If either the employee's Statement of Duties or the relevant position classification standard changes during the cycle, the Performance Agreement will be revised to take account of this.

40. Procedures for Performance Management Cycle

40.1 The supervisor will commence the process by:
(a) meeting with the employee to review the performance management and performance appraisal process; 
(b) establish targets for performance achievement and performance development goals against the employee's Statement of Duties and the relevant position classification standard; 
(c) identify performance indicators to be used to assess achievements, and how these will be used, during and at the end of the cycle; and 
(d) Set dates for interim reviews of performance against the established performance targets and for a final review meeting. 

Additional meetings maybe 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 For commencing employees, this initial meeting will take place not later than two months after commencement.

40.3 A colleague, if desired and already identified and acceptable to both parties, may participate in this initial meeting. Otherwise, the employee and supervisor may agree at this meeting on the inclusion of an acceptable colleague, who may then participate in the remainder of the cycle.

40.4 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:
(a) 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;

(c) The employee's perceived strengths, areas for development and priorities for development;

(d) 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

(e) How the Institute, the supervisor, the senior manager and the colleague will assist the employee to achieve their objectives.

40.5 The employee and supervisor will meet at least once each semester during the cycle to enable the employee to receive interim performance feedback.

40.6 The supervisor will maintain a record of the discussions and agreements, insufficient detail to adequately inform the performance management process, performance appraisal and decisions on incremental progression and/or probation.

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.

40.7 Performance feedback under the performance management cycle enhances, but does not replace, the supervisor's professional responsibility for ensuring continuing interaction and providing regular feedback on academic performance.

40.8 Confirmation and Implementation of Performance Agreement.

(a) 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 confirms the Agreement or request that the Agreement be re-considered in the light of specific issues identified by the senior manager;

(b) Once the Agreement is finalised, the employee has responsibility for ensuring implementation, with assistance as agreed from the supervisor, colleague and senior manager;

(c) The supervisor will ensure that persons identified for provision of performance feedback are advised, at the commencement of the cycle, of this request, of the dates planned for interim feedback and end-of-cycle review, and of the specific areas on which feedback will be sought; and are requested to provide feedback in sufficient time to enable incorporation of their advice in interim feedback and end-of-cycle review discussions;

(d) 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;

(e) The employee, the supervisor and, if appropriate, the colleague will meet as specified in the Performance Agreement to enable the employee to: receive interim feedback on progress identify any amendments required to the Agreement; and plan for and document any specific action necessary to enable the employee to meet their performance and development objectives, particularly in situations where the interim feedback indicates that aspects of performance are unsatisfactory;

(f) At the end of the cycle, the employee, the supervisor and, if appropriate, the colleague, will meet to:

(i) Review and, if possible agree, and document appraisal of the employee's achievements against their agreed performance and development objectives; identify, agree on and document appropriate objectives and formulate a Performance Agreement for the next cycle; and prepare a Performance Agreement for the next cycle. If appropriate, the supervisor will prepare a recommendation in relation to incremental progression and/or probation;

(ii) Identify, agree on and document appropriate objectives and formulate a Performance Agreement for the next cycle; and

(iii) Prepare a Performance Agreement for the next cycle. If appropriate, the supervisor will prepare a recommendation in relation to incremental progression and/or probation.

40.9 The supervisor will refer the appraisal and recommendation to the senior manager. The senior manager will consider this advice and either accepts the report and proposed Performance Agreement for the next cycle, or request re-consideration in the light of specific issues identified by the senior manager. The senior manager will also, if appropriate, forward to the Director a recommendation on incremental progression and/or probation.

41. Corrective Action

41.1 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:

(a) 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;

(b) After consultation with the employee, specify in writing the corrective action which the employee is expected to take to meet the required standards;

(c) Provide such assistance as is agreed to assist the employee to meet the required standards; and

(d) Advise the senior manager of action taken under this provision.

41.2 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.

41.3 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.

41.4 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.

41.5 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.

42. Recommendation on Incremental Progression

42.1 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.

42.2 The incremental period is extended by any period of unpaid leave.

42.3 A deferral of an increment 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.

43. Access to Performance Management Documentation

43.1 The Performance Agreement, including targets, performance indicators and performance development plan, and interim and final performance feedback, are confidential within the Institute. Original documentation is retained by the employee until finalisation of the end-of-cycle appraisal, at which time the Performance Agreement and end-of-cycle appraisal are to be forwarded to the Human Resources Manager for inclusion on the employee's confidential personal file.

(a) "Working" documentation generated by the performance management process, including records of discussion, are retained by the supervisor until completion of the cycle, and will then be returned to the employee for disposal;

(b) The Institute has the right to access formal appraisal reports for use in internal selection procedures, and promotion under the Institute's Academic Promotion Policy, but not for consideration of applications for advertised vacancies except with the prior knowledge and approval of the employee;

(c) Employees are free to use this information for all these purposes and in external job applications;
(d) Performance management documents (including Performance Agreements, interim reviews and end-of-cycle appraisals, and other documentation generated by the process) will not be provided by the Institute to external organisations.

44. Access to Redress

44.1 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 with the assistance of the colleague, the disagreement is to be referred to the senior manager for consideration, mediation and if necessary decision.

44.2 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.
45. Breaches of Discipline

45.1 An employee is regarded as having committed a breach of discipline when he/she:

(a) Contravenes or fails to comply with the Act or with the Institute's Code of Conduct; and/or

(b) 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

(c) Disregards or disobeys a lawful order or direction given by a person having authority to give such an order or direction; and/or

(d) 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

(e) 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

(f) Harasses or coerces another employee; and/or

(g) Without good cause, is absent from duty without leave; and/or

(h) Except as authorised by the Director, engages in any remunerative employment, occupation or business outside the Institute; and/or

(i) 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

(j) Provides information in the course of his or her employment that he or she knows or ought reasonably to know is false or misleading; and/or

(k) Fails to remedy previous unsatisfactory conduct or fails to comply with a formal caution; and/or

(l) In the course of employment or in circumstances having a relevant connection to his or her employment, conducts himself or herself in an improper manner; and/or

(m) Otherwise disregards or acts in a manner inconsistent with the Act or the Code of Conduct.

46. Procedures in Respect of Breaches of Discipline

46.1 Where the Director suspects, on reasonable grounds, that an employee has committed a breach of discipline and the employee has not been dismissed under Clause 48, the Director may, subject to Clause 46.3, 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.

46.2 In the course of an investigation referred to in Clause 46.1, 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.

46.3 Before arranging under Clause 46.1 for an investigation to be carried out the Director shall, by notice in writing, advise the employee of the Director's 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 Director, 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.

46.4 The Director need not arrange for an investigation to be carried out if the employee admits in writing to having committed the breach; or the Director is satisfied with the employee's explanation; or the Director is satisfied that an investigation is not warranted.

46.5 Nothing in this section prevents the making of preliminary inquiries before an investigation is arranged under Clause 46.1, but any such inquiries shall cease once the investigation is arranged.

46.6 Where the Director:
(a) Has formed a suspicion about an employee that would justify action under Clause 48 (whether action under Clauses 46.1 or 46.3 is yet to be taken or has already been taken); and
(b) 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.

46.7 The Director may suspend the employee for one or more periods (together not exceeding 12 months), with or without remuneration; or transfer the employee to perform other duties in the Institute.

46.8 The Director may vary the suspension of an employee under Clause 46.7(a) to be no longer with or without remuneration.

46.9 A suspension (unless it expires sooner) remains in effect until it is lifted under Clause 47.

46.10 A transfer remains in effect until having regard to the employee's explanation or the results of the investigation, the Director is of the opinion that the employee has not committed a breach of discipline; or action is taken under Clause 46.13 in relation to the employee.

46.11 As soon as practicable after completing an investigation referred to in Clause 46.1, the investigating officer shall, in writing, advise the Director of the findings and indicate whether, in their opinion, the employee has committed a breach of discipline and the reasons for the opinion.
46.12 Not later than 14 days after receiving the advice and reasons under Clause 46.11, the Director shall forward a copy to the employee.

46.13 If, after considering a written explanation referred to in Clause 46.3 (where the employee has, as referred to in Clause 46.4, admitted to having committed a breach of discipline) or the report of the investigating officer referred to in Clause 46.1, the Director is of the opinion, on the same or different grounds, that the employee:

(a) Has committed a breach of discipline, the Director may:
   (i) Take no further action in the matter;
   (ii) Cause the employee to be formally cautioned in writing;
   (iii) Suspend the employee, with or without remuneration for such period as the Director thinks fit, which period may include any period during which the employee was already suspended without remuneration under Clause 46.7; and/or
   (iv) 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
   (v) Terminate the employment of the employee in the Institute; or

(b) Has not committed a breach of discipline, the Director shall notify the employee accordingly.

47. Lifting of Suspensions

47.1 Where an employee who is suspended without remuneration under Clause 46 is found not to have committed a breach of discipline, or where the employee admits such a breach and the suspension imposed on the employee is subsequently lifted, the employee shall be paid, in respect of so much of the period during which he or she was so suspended that is not included in a period of suspension imposed under Clause 46.13(a)(iii), the remuneration to which the employee would have been entitled had the employee not been suspended without remuneration.

47.2 Where, in relation to an employee who is suspended under this Part, the Director takes action under Clause 44.13(a) or is of the opinion that the employee has not committed a breach of discipline, the suspension shall be lifted.

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

47.4 A period of suspension under Clause 46.7, 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.
48. Notice in Relation to Termination

48.1 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:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
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<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
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<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

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 2 years continuous service is entitled to an additional 1 week's notice.

49. Abandonment of Employment

49.1 Where a staff member has been absent from duty without authority for a period of five consecutive 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.

(a) 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;

(b) 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;

(c) 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 Certified 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;

(d) 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. 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 will be instigated by the Institute.

49.2 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. INABILITY OF EMPLOYEE TO DISCHARGE DUTIES

50. Inability to Perform Duties

50.1 Where the Director is of the opinion, on reasonable grounds, that an employee is not:
(a) fit to discharge, suited to perform or capable of efficiently performing, the duties he or she is employed to perform; and/or
(b) performing those duties efficiently or satisfactorily; and/or
(c) qualified for the efficient and satisfactory performance of those duties, the Director shall, by notice in writing, advise the employee of the Director's opinion and the grounds on which he or she has formed the opinion, and invite the employee, within 14 days, to indicate in writing whether the employee agrees with the Director's assessment or to explain in writing any matter referred to in the notice.

51. Investigation of Grounds

51.1 As soon as practicable after the expiration of the 14 days referred to in Clause 50.1, the Director, 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 Director shall then, in writing, advise the employee of the investigation.

51.2 In the course of an investigation referred to in Clause 51.1, 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.

51.3 Where an employee refuses to comply with a direction under Clause 52.2, the investigating officer shall notify the Director of the refusal and the Director, on receiving the notification, shall take such action as he or she thinks fit.

51.4 On completion of an investigation, the investigating officer(s) must advise the Director in writing of their findings and the reasons for those findings.

51.5 Within 14 days after receiving that advice, the Director must advise the employee of those findings and reasons.

52. Action Following Investigation

52.1 If an employee on whom a notice under Clause 50 is served indicates that he or she agrees with the Director's assessment or, as a consequence of an investigation referred to in Clause 51, the Director remains of the opinion on the same or different grounds revealed by the investigation, the Director may, subject to Clause 52.2:

(a) Reduce the salary of the employee within the salary range for the employee's designation; and/or
(b) 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
(c) Terminate the employment of the employee in the Institute.

52.2 The Director shall not take action under Clause 52.1 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 and no such appeal has been lodged; or if such an appeal has been lodged, it has been disallowed or withdrawn.

53. Suspension or Transfer Pending Explanation or Investigation

53.1 Where the Director has formed an opinion about an employee that requires action under Clause 50 (whether that action is yet to be taken or has already been taken); and
(a) is of the opinion that it is appropriate to suspend or transfer the employee, the Director may suspend the employee for one or more periods (together not exceeding 12 months), with or without remuneration; or
(b) transfer the employee to perform other duties in the Institute.

53.2 A suspension (unless it expires earlier) or a transfer remains in effect until:
(a) the employee provides a satisfactory explanation in accordance with the invitation under Clause 50; or
(b) as a consequence of the investigation under Clause 51, the Director no longer holds the opinion referred to in Clause 50; or
(c) having regard to the employee's agreement with the Director's assessment under Clause 50, or the results of the investigation under Clause 51, the Director decides not to take action under Clause 52; or
(d) action is taken under Clause 52 in respect of the employee.

53.3 Where an employee appeals against the intention of the Director to take action under Clause 53.1 and the appeal is allowed, a suspension imposed on the employee under this clause terminates on the date on which the appeal is allowed.

53.4 The suspension of an employee under this clause, unless it is sooner terminated, terminates on action being taken by the Director under Clause 52.

53.5 Where an employee is suspended under this clause without remuneration and continues to be an employee after the termination of the suspension, the employee shall be paid, in respect of the period of the suspension, the remuneration to which the employee would have been entitled had the suspension not been imposed.

53.6 A period of suspension under this clause, 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.
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.

54.2 Where the Director is of the opinion, on reasonable grounds, that an employee is unable to efficiently or satisfactorily perform his or her 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 Clause 54.2 (or under Clause 51.2 or 46.2) 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 Clause 50.2 (or under Clause 51.2) 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 his or her 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.

55. **Staff Development & Training**

55.1 An employee will, in consultation with their Head of Faculty or other work unit, develop and implement an individual Performance Development Plan derived from the employee's Performance Agreement.

55.2 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.

55.3 A maximum of 2 hours per week may be approved by the relevant work unit manager for staff members to participate in development activities. 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.

55.4 Work unit managers are expected to make arrangements to meet the responsibilities of staff members undertaking activities under this clause from within existing resources.
PART 8. LEAVE

56. Leave – General Provisions

56.1 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:
(a) Any period of paid leave including long service leave taken on half pay counting as normal service;
(b) Any period of paid maternity or adoption leave not exceeding 52 weeks;
(c) Any period of leave without pay for the purpose of contesting elections to Federal or Territory Parliament;
(d) Any period of arbitration leave without pay;
(e) Any period of leave related to workers’ compensation.

56.2 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.

56.3 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.

57. Public Holidays

57.1 All employees shall be entitled to the following public holidays on a paid basis:
(a) Christmas Day
(b) Boxing Day
(c) New Year’s Day
(d) Queen’s Birthday
(e) Australia Day
(f) Good Friday
(g) Easter Saturday
(h) Easter Monday
(i) ANZAC Day
(j) May Day
(k) Picnic Day
(l) Any additional days declared or prescribed as public holidays in the Northern Territory or Locality.
Penalties Applicable to General Staff Required to Work on a Public Holiday
(a) A general staff employee required to work on a day referred to in Clause 57.1 above shall be paid at ordinary rates plus 150% for the hours worked.

Shut Down – Christmas / New Year Closure
(a) 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 with the prior approval of their manager.
(b) In the event of leave without pay being granted such leave will not result in non-payment for public holidays. Where sufficient annual leave has not accrued, employees will be given the opportunity to anticipate necessary credits.

Recreation Leave

Recreation Leave Entitlement
After the completion of 12 months service, an employee shall be entitled to thirty (30) working days recreation leave annually.

Allocation of Recreation Leave
(a) The time of taking Recreation Leave shall be by mutual agreement between the employee and management.
(b) An employee with the approval of the Institute, may accumulate Recreation Leave up to a maximum of 40 working days, provided that:
(c) The employee shall be entitled to take up to thirty working days Recreation Leave as a single continuous period.
(d) 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.

Annual Recreation Leave Loading
(a) Employees are entitled to a recreation leave loading as follows:
   (i) 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.
   (ii) to a maximum advised by the Determination of the Director of the equivalent of the average weekly earnings of Northern Territory males ascertained from the Australian Statistician for the quarter ended 31 August of the year preceding the year in which the date of accrual occurs; whichever is the lesser.
(b) An employee is not allowed to be paid a recreation leave loading unless an application is approved for use of at least 5 days of recreation leave.
(c) Any accrued balances of leave loading will be paid out in the last pay period of December each year.
(d) 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.

(e) The following formula is to be used in the calculation of the recreation leave loading:

\[ A \times B \times 0.175 \times \frac{6}{313} \]

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.

59. **Additional Recreation Leave – 7 Day Shift Worker**

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

(a) For between one and nine Sundays worked during a calendar year, one half of a day of recreational leave per Sunday worked;

(b) Where 10 or more Sundays are worked during a calendar year, seven days of recreation leave.

(c) The additional leave accrued under this clause shall also be subject to the provisions of Clause 58, provided that Clause 59.1 (a) shall apply for the purpose of calculating payment in lieu for the final year of service.

60. **Payment in Lieu**

60.1 Where an employee ceases employment he or she is entitled to payment in lieu of any remaining annual 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.

60.2 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.

61. **Long Service Leave**

61.1 **Entitlement**

(a) An employee shall be entitled to long service leave of 3 calendar months after 10 years service or 7 years pro-rata.

(b) And at the rate of 3 tenths of a month for every additional year of service thereafter.

(c) 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.
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.

61.2 Credit for Illness whilst on Long Service Leave
(a) 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;
(b) The following types of leave without pay do not count as service for the long service leave purposes:
(i) Sick leave beyond that envisaged under Clause 62.9;
(ii) Not covered by medical evidence;
(iii) 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

61.3 Public Holiday whilst on Long Service Leave
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.

61.4 Recognition of Prior Service for Long Service Leave
(a) 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.
(b) 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.

61.5 Entitlement to Long Service Leave upon Termination of Employment
(a) An employee, or where applicable his/her 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:
(b) The employee’s employment at the Institute terminates after 7 years or more service, including recognised service with another Australian Tertiary Education/Government organisation or;
An employee with less than 7 years continuous service who ceases to be an employee by reason of his or her:
(i) Retrenchment; or
(d) Retirement; or
(e) Resignation or termination (other than for serious misconduct) and who has reached the minimum retiring age of 55 years shall be entitled to pro rata long service leave.

62. Personal Leave

62.1 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.

62.2 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.
(a) 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”.

62.3 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.

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

62.5 Employees, that have exhausted their entitlement under Clause 62.6, 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:
(a) A medical certificate provided by a registered practitioner;
(b) A report provided by a medical officer approved by the Director; or
(c) A certificate of illness provided by a person or class of persons approved by the Director eligible to provide certification;
(d) 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.

62.6 An employee is entitled to take sick leave without production of medical evidence provided that they do not take:
(a) More than five working days or equivalent number of hours of duty of sick leave without medical evidence in any sick leave year; or
(b) More than 3 consecutive working days of sick leave at any time.
62.7 An employee may request grant of sick leave at half pay where a period of at least one full day is taken.

62.8 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:
(a) Sick leave without pay;
(b) 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;
(c) 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.

62.9 An employee shall not be absent due to illness for a period longer than:
(a) For paid sick leave – 52 weeks;
(b) For combined paid and unpaid sick leave – 78 weeks.

62.10 Medical Examination
(a) 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:
(b) The employee has been absent, or is likely to be absent, through illness continuously for an extended period; or
(c) 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
(d) 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
(e) For any reason the Director considers it necessary to determine whether an employee is able to discharge their duties;
(f) Any cost associates 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 pay for by the Institute or when requested reimbursed to the employee on production of proof of purchase receipts.

62.11 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.

62.12 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.

62.13 Grant 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.

62.14 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.

62.15 The Northern Territory Medical Adviser or the Chief Medical Officer may, at his or her discretion, arrange for a further examination by another medical officer, private practitioner or specialist and any associated costs will be borne by the Institute.

62.16 Child care workers are entitled to unlimited leave if they provide a medical certificate stating that they are suffering from an infectious disease and on return to work they provide a medical certificate stating that they are no longer infectious.

63. **Family Leave**

63.1 **Paid Maternity Leave**

(a) 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 maternity leave in accordance with this section. **NOTE:** This leave is in addition to any maternity leave provided for by other legislation;

(b) 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;

(c) There is no restriction on the number of times an employee may take paid maternity leave, but an employee may not take a second or subsequent period of paid maternity leave until she has served twelve continuous months of paid service from re-commencement of duty following a previous period of maternity leave;

(d) An employee who is entitled to paid maternity leave may elect to take maternity leave at half pay over forty weeks;

(e) In normal circumstances an employee is to commence maternity 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 maternity leave not less than two weeks prior to the estimated date of delivery;

(f) 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;
An employee may return to work not less than six weeks after the actual date of delivery, unless a medical certificate is provided to certify fitness to return to work prior to this time. An employee who elects to return to work prior to exhausting their paid maternity leave entitlement forfeits the unused portion of the leave.

63.2 Where, for an employee who is eligible for maternity leave but has not yet commenced maternity leave:
(a) An employee’s child is born prematurely; or
(b) An employee’s pregnancy is terminated not more than 20 weeks before the estimated due date; or
(c) An employee’s child is stillborn not more than 20 weeks before the estimated due date;
(d) Maternity leave will be deemed to have commenced at that date and shall continue for twenty 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;
(e) Where an employee’s pregnancy terminates more than twenty weeks prior to the estimated due date, the employee will not receive paid maternity leave but may apply for leave other than maternity leave;
(f) Where an employee’s child dies during the period of maternity leave, maternity 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. Paid Paternity Leave

64.1 A permanent or fixed term male employee who, prior to commencing leave, has at least 12 months of completed continuous service is entitled to fifteen days of paid paternity leave in accordance with this section.

64.2 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.

64.3 Paid paternity leave may commence at any time from one week prior to the estimated due date to 52 weeks after the actual date of birth.

64.4 Paid paternity leave may be taken in one continuous block or in two separate blocks during the period permitted by this section.

64.5 Where an employee’s child dies during the period of paternity leave, paternity 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.
64.6 Paid Adoption and Foster Leave
(a) 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 6 weeks on half pay if the child is under 5 years of age and 3 weeks on half pay if the child is 5 years of age or older;
(b) An employee taking leave under this clause is required to provide evidence of the adoption or fostering and of the age of the child;
(c) Leave under this section is for the employee’s normal working days, which may include weekends, public holidays and rostered days off.

64.7 Unpaid Parental Leave
(a) 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 spouse or de facto spouse or the adoption or fostering of a child;
(b) An employee who is entitled to paid maternity, paternity, adoption or fostering leave may apply for a further period of unpaid leave in accordance with this section;
(c) 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;
(d) Except as provided for in this section, unpaid parental leave shall be taken in a single unbroken period.

64.8 An employee who is entitled to paid maternity, paternity, adoption or fostering leave may take unpaid parental leave to the extent that the total period of family leave, paid and unpaid, does not exceed 12 months.

64.9 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.

64.10 A female 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.

64.11 A male employee whose spouse or de facto spouse gives birth to a child may apply for parental leave from any time from the date of birth until their child turns six.

64.12 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.

64.13 Where both parents are employees of the Institute they cannot apply for parental leave at the same time where the overlap in concurrent leave would be longer than three (3) weeks, but they may apply for alternating
periods of leave providing that the first interchange may be made at
anytime and subsequent interchanges shall be for not less than 12 months.
If, however, the female partner commences maternity leave during the time
that the male partner is on parental leave, that period of parental leave shall
cease.

64.14 If an employee’s partner is on paid maternity leave, that employee shall be
eligible for parental leave subject to the approval of the Director.

64.15 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.

64.16 Whichever is the longer of the first 26 weeks of unpaid parental leave, or
the period of paid maternity or paternity leave, shall count for service for
determining recreation leave and recreation leave airfares. For all other
purposes the entire period of maternity or paternity leave, less periods of
paid employment, shall count as service. Any period of external
employment undertaken during maternity leave or paternity leave shall not
count as leave for service.

64.17 An employee who takes unpaid parental leave for his or her 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.

64.18 A female employee is entitled to special unpaid maternity leave in
accordance with section 80 of the FW Act.

64.19 A female employee who is pregnant is entitled to transfer to a safe job upon
request, in accordance with section 81 of the FW Act.

64.20 An employee is entitled to unpaid pre-adoption leave in accordance with
section 85 of the FW Act.

65. Carer’s Leave

65.1 An employee with the responsibility for the care of a family or household
member shall be entitled to leave for absences relating to the illness or
disability of that family or household member.
(a) An employee may with the approval of the delegated officer:
   (i) Use their own sick leave entitlements to the extent of available
       credits; and/or
   (ii) Use annual recreation leave to the extent of available credits; and/or
(iii) Use unpaid leave.

65.2 All absences relating to carer’s leave must be supported by the production of satisfactory evidence of illness or disability of the family or household member as a medical certificate or statutory declaration.

65.3 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.

66. Bereavement and Emergency Leave

66.1 Three days bereavement leave shall be granted on each occasion of which a member of the employee’s immediate family or household dies. Reasonable requests in excess of nine (9) days per year shall be approved by Director. Requests outside the prescribed immediate family/household group will be considered by the Director on case by case basis.

(a) Where the period of bereavement 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;

(b) An employee who is not entitled to paid leave under this clause may access up to six days of unpaid bereavement with approval from the director.

66.2 Emergency Leave

(a) 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;

(b) 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. Cultural and Ceremonial

67.1 The Human Resources Manager may grant to any employee, and in particular to employees of Aboriginal or Torres Strait Islander descent, up to ten days leave per year, in order to fulfil cultural or ceremonial obligations.

67.2 Leave granted under this clause may be taken as recreation leave up to the limit of available credits, other forms of accrued paid leave (other than sick leave) and/or as leave without pay. Additional leave of these types may be granted at the discretion of the Director.
67.3 NAIDOC week leave
(a) Employees may elect to take the declared Northern Territory NAIDOC Day as recreation leave or utilise available flexi-time credits.

68. Defence Force Leave

68.1 Subject to this clause, the Delegated Officer may grant an employee not more than 4 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 his or her 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
(a) 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;
(b) During the period of duty under the Ready Reserve Scheme, an employee shall not have access to any accrued entitlements or conditions of service;
(c) 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.
(a) 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;
(b) 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, FWA hearings or mediations. The Human Resources Manager may grant leave to an employee required to attend an arbitration proceeding as a member of a claimant organisation on the following conditions:

(a) Leave shall not be granted to more than 2 employees who are representatives of an organisation at the one time in respect of any one such proceeding;

(b) Leave to conduct a case shall be with full pay;

(c) Leave for preparation of a case shall be without pay and shall not exceed 3 months in any 12 months;

(d) Leave with pay granted under (a) and (b) shall count as service for all purposes;

(e) Unpaid leave granted under (c) 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.

(a) The Human Resources 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 his or her 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 his or her 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. **Miscellaneous 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:

(a) Up to 2 hours per week for the attendance of lectures and tutorials and up to 2 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;

(b) 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.
PART 9. ALLOWANCES

77. 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.

77.1 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, 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.

(a) The allowance shall be paid at a rate of 82 cents per hours, and paid on a fortnightly basis;
(b) The Institute agrees to vary this allowance in accordance with the percentage increase to salaries covered by this agreement;
(c) 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.

77.2 First Aid Allowance

The Human Resources 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.

77.3 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.

(a) The rate of relocation allowance shall be determined by the Director in respect of:
   (i) An employee only; and
   (ii) In respect of an employee with a resident family unit.
(b) For the purpose of this allowance, the resident family unit rate is applicable where the employee’s spouse, 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;
(c) 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:
   (i) Of a once only payment of one fortnight’s allowance, irrespective of whether an accommodation cost is incurred; or
   (ii) Where that accommodation is temporarily unavailable the lesser of:
        (iii) Fortnights allowance; or
        (iv) Until the accommodation provided by the Institute is available, irrespective of the type of accommodation obtained by the employee.

77.4 Relocation Expenses Appointment, Transfer or Completion of Contract
(a) Entitlement on Appointment
   Where a person is permanently 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;
(b) Entitlement on Transfer
   Where an employee is transferred from one location to another, the Director may apply the provisions of this clause.
   (i) 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.

77.5 Insurance Liability
(a) 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:
   (i) Collections or valuables; and
   (ii) Motor vehicles.
(b) 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.

77.6 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.
(a) Travelling Allowance is not payable where the employee is absent:
   (i) From the temporary duty locality during any period of leave, whether paid or unpaid; or
   (ii) During any period of unpaid leave.
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:
(i) Provide at no cost to the employee, reasonable accommodation or meals, or both accommodation and meals; or
(ii) 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
(iii) 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.

Payment Where Travel Is Not Overnight

(i) Where an employee, in the course of employment, is required to travel away from headquarters which does not extend overnight, the Director may:
(ii) Reimburse an employee costs necessarily incurred; or
(iii) Provide a travelling allowance for meals taken away from headquarters due to that travel.
(iv) 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.

77.7 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.
(a) 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;
(b) The amount of camping allowance payable shall be such amount as is determined by the Director.

77.8 Vehicle Allowance

(a) Approval Required for Use of Private Vehicle
(i) A private vehicle shall not be used for official purposes without the approval of the Delegated Officer;
(ii) The Delegated Officer may authorise the use of a private vehicle for official purposes provided that the Delegated Officer is satisfied that:
(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
(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.
(iii) An authorisation may be given in respect of the use of a private vehicle:
(1) In the course of an employee's employment and/or
(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
(3) For the purpose of travel where an employee is entitled to the cost of conveyance following appointment, promotion or transfer.

(b) Allowances for the Use of Private Vehicle
(i) 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;
(ii) 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:
(1) Passengers carried (regardless of the number of passengers)
(2) Towing an Institute trailer or caravan
(3) Carriage of Institute tools, goods or equipment provided that the mass of the items carried exceeds 100 kilograms.
PART 10.  REMOTE LOCALITY PROVISIONS

78. 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.

78.1 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.

78.2 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.

78.3 An employee stationed at a remote locality specified in Institute policy may be entitled, subject to eligibility, to the provisions contained in Clauses 81 to 90 and the levels of benefits shall be those specified in the Institute’s policy.

78.4 The conditions prescribed in this Part are in addition to any other conditions applicable to employees.

79. 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.

79.1 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.

79.2 Rental Rebate
The Delegated Officer may approve a rental rebate to an eligible employee who:
(a) Is stationed in a locality specified in Institute policy; and
(b) Rents accommodation from:
   (i) The Institute, including accommodation sub-let by the Institute to the employee; or
   (ii) Directly from another provider, subject to prior approval by the Delegated Officer.
79.3 Except as provided for in Clause 79.3, rental rebate shall not apply to accommodation occupied under any other circumstances.

79.4 The portion of rental rebate is expressed as a percentage of rent paid and is specified for each locality in the Institute’s policy.

79.5 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 Clauses 79.5 and 79.6.

79.6 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:
(a) The employee's fixed-term employment has expired; or
(b) The employee has been transferred by the Institute.

79.7 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.

79.8 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.

79.9 An employee who:
(a) On the date of certification of the Academic and General Staff Enterprise Agreements 2000 and 2001 respectively occupied rented accommodation at Batchelor or Adelaide River provided by the Institute or Territory Housing or another provider approved by the Institute; and
(b) Was eligible for rental rebate in respect of that accommodation shall continue to be eligible for rental rebate in respect of that accommodation until such time as that rental tenancy ceases.

80. **Allowances for Freight & Foodstuffs**

80.1 For the purpose of this clause:
(a) "Dependent" means:
   (i) An employee's spouse, including de facto spouse, 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
   (ii) Any other person approved by the Director.
(b) "Foodstuffs" means solid foods and non-alcoholic liquids which are intended for, and are fit for, human consumption.
80.2 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.

80.3 Where the spouse of an employee to whom Clause 80.2 applies is also an employee, entitlement to an allowance shall be:
(a) If they have no dependents, each of them is entitled to the allowance in relation to an employee without dependents;
(b) 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.

81. Electricity and Water Costs Rebate

81.1 The Delegated Officer will approve reimbursement of the costs of electricity and water for residential accommodation to an eligible employee who:
(a) Is stationed in a locality specified in the Institute’s policy on remote areas; and
(b) Rents accommodation from:
   (i) The Institute, including accommodation sub-let by the Institute to the employee; or
   (ii) Directly from another provider.

81.2 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 Clauses 81.3 and 81.4.

81.3 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:
(a) The employee’s fixed-term employment has expired; or
(b) The employee has been transferred by the Institute.

81.4 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.

81.5 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.

81.6 Eligible employees will be reimbursed, in accordance with this clause, for electricity and water costs incurred on or after 18 October 1999.
82. **Fares Out**

82.1 For the purposes of this clause:

(a) "Dependent' means:

(i) An employee’s spouse (including de facto spouse) 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 6 month period immediately before proceeding on fares out leave, exceeds the average weekly adult minimum wage, as advised by the Director; and

(ii) Any other person approved by the Director.

(b) "Year" means the anniversary of commencement of employment with the Institute or a predecessor employer or where an airfare accrues under Clauses 89 or 90, a period of 12 months from the date of the last airfare accrual.

82.2 Grant Of Fares Out

(a) Subject to this Part, the Delegated Officer may grant approval for an employee, and recognised dependents, to utilise a fares out for:

(i) Travel from a remote locality as described under Clause 78.2, to Darwin or any other regional centre, whichever is the closest;

(ii) Notwithstanding the limitation of Clause 82.2(a)(i), 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.

82.3 Entitlement

(a) A fares out may be provided to an employee entitled to accrue recreation leave airfares under Clauses 89 or 90, as follows:

(i) Where stationed in a Category 1 or 2 remote locality:

(1) One fares out may be used in the year when the Clauses 89 or 90, airfare accrues; and

(2) Two fares out may be used in the alternate year; or

(ii) Where stationed in a Category 3 remote locality:

(1) Two fares out may be used in the year when the Clauses 89 or 90, airfare accrues; and

(2) Three fares out may be used in the alternate year.

(b) Where an employee stationed in a remote locality is not entitled to recreation leave fares under Clauses 89 or 90, fares out may be made available as follows:

(i) Twice in each year where the employee is stationed in a Category 1 or 2 remote locality; or

(ii) Thrice in each year where the employee is stationed in a Category 3 remote locality.

(c) A fares out may be made available after 2 months continuous service in a remote locality, and, where applicable, a subsequent fares out may be made available after a further 2 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 Clauses 82.3(a) or 82.3(b);

(d) Subject to Clause 82.3(g) 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;

(e) Subject to Clause 82.3(d), 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 Clause 82.3(c) or (d) shall apply from the date of commencement in the new remote locality;

(f) The value of a fares out entitlement shall be calculated:
   (i) As the lesser of:
       (1) The return economy class airfare for the persons travelling or
       (2) The actual cost of the airfare for the persons travelling or
       (3) Kilometre allowance, including passenger allowance if applicable, where travel by private vehicle has been authorised or
       (4) The actual fare paid if travel undertaken by other means; or
   (ii) Where the remote locality has no air service, either:
       (1) The actual amount of kilometre allowance, including passenger allowance if applicable where travel is by private vehicle; or
       (2) The actual fare paid if travel is undertaken, by other means; and
   (iii) For an employee employed for less than full-time hours, as the same proportion of the value calculated in accordance with Clause 82.3(f) (i) and (ii) 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.

(g) Except as provided under Clause 82.3(j) below, an employee to whom this clause applies shall be entitled to a maximum of 2 days fares out leave consecutive with a weekend;

(h) Public holidays which fall on either or both leave days granted under Clause 82.3(g) shall not extend the period of leave;

(i) 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;

(j) Under no circumstances shall an employee be granted fares out and a recreation leave fare under Clauses 89 or 90, in respect of the same journey;

(k) An employee shall have no entitlement to fares out during a period of long service leave, sick leave, maternity leave or during any period of leave without pay;

(l) 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;
(m) 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; 

(n) Fares out and fares out leave entitlements do not accrue and if not utilised the entitlements lapse;

(o) Where an employee is transferred or promoted from a remote locality to a locality which is not remote, fares out entitlements lapse;

(p) 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.

83. Accommodation Allowance in Conjunction with Fares Out

83.1 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:

(a) 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;

(b) The allowance is provided in respect of the employee only and is not payable in respect of dependants; and

(c) The allowance is not cumulative and is available only in conjunction with utilisation of a fare out.

84. Special Study Leave Program

84.1 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 towards eligibility for study leave on full pay to the extent of:

(a) One semester, where 20 credit points have been accumulated; or

(b) Two semesters, where 40 credit points have been accumulated.

84.2 For the purposes of this clause, service with the Institute or a predecessor employer in a specified locality from 1 January 1990 will be deemed to be eligible service.

84.3 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.

84.4 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.
84.5 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.

84.6 Approval of special study leave will be given in accordance with the Institute’s Professional Development Program.

84.7 Special study leave is not an entitlement to which payment in lieu on cessation of employment accrues.

84.8 Where an employee ceases employment with the Institute, he or she forfeits any entitlement to Special Study Leave, including credit points accrued.

85. **Family Travel Assistance Program**

85.1 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 dependants to accompany the employee, subject to:

(a) 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;

(b) 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 normally be used by the employee to attend the professional development or in-service training program;

(c) Payment may be approved once only in any calendar year; and

(d) All other costs incurred in respect of the family/dependants (e.g. accommodation, meals etc.) are the employee’s responsibility.

86. **Household Contents Insurance Premiums**

86.1 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.

86.2 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.

86.3 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.
87. 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. PROVISIONS RELATING TO CERTAIN EMPLOYEES

88. General

88.1 This Part shall only apply to an employee who was compulsorily transferred to:

(a) The Northern Territory Public Service from:
   (i) The Commonwealth Public Service; or
   (ii) The former Northern Territory Public Service, under the provisions of section 38 or 40 of Part VI of the Public Service Act 1976, or
(b) To the Northern Territory Teaching Service from the Commonwealth Teaching Service under the provisions of section 54 of Part IV of the Teaching Service Act 1981 and was subsequently transferred to employment with the Institute on 1 July 1999 in accordance with the Act.

88.2 Notwithstanding 88.1, this Part does not apply in respect of an employee who:

(a) Voluntarily transferred to the Northern Territory Public Service, or the Northern Territory Teaching Service; or
(b) Was appointed, promoted or transferred to the Northern Territory Public Service from the Commonwealth Public Service or to the Northern Territory Teaching Service from the Commonwealth Teaching Service as a result of normal recruitment processes; or
   (i) Was granted leave without pay from the Commonwealth Public Service to undertake employment with the Northern Territory Public Service and was subsequently transferred to employment with the Institute on 1 July 1999 in accordance with the Act.

89. Airfares

89.1 Entitlement

(a) The Director will, subject to this clause, grant an employee referred to in Clause 88.1 who is permanently stationed in the Northern Territory and who travels away from the Northern Territory during a period of paid recreation leave, an airfare to the nearest capital city, in relation to each period of 2 years service;

(b) A female employee referred to in Clause 88.1 shall be entitled to the assessment of her entitlement and grant of fares under the provisions of Clause 89 and Clause 90 shall not apply;

(c) A fare entitlement under this clause may be approved as an economy airfare or, at the employee’s option, as kilometre allowance in conjunction with travel by surface transport;

(d) An employee may accumulate a maximum of 3 airfare entitlements accrued in accordance with Clause 89.1(a).

89.2 Eligibility

(a) An employee shall be entitled to payment of leave airfares for their spouse, provided the spouse has no entitlement to airfares as a
condition of the spouse's own employment, and children under the age of 18 years, who reside with the employee;
(b) Unmarried employees to whom Clause 89.4 does not apply, shall be entitled to leave airfares for themselves only.

89.3 Recognition of De Facto Relationship
(a) For the purpose of this clause a de facto relationship which has been in existence for at least 6 months shall be deemed to be a marriage;
(b) Claims for leave airfares in respect of dependents because of a de facto relationship cannot be accepted until the relationship has been in existence for at least 6 months and any entitlement cannot be approved with effect prior to the date of the statutory declaration in which the relationship was declared or the end of the 6 month period, whichever is the later.

89.4 Eligibility in Respect of Children
(a) An employee who is maintaining dependent children under the age of 18 years who reside with the employee, and who are not eligible for leave airfares from any other source shall be entitled to leave airfares in respect of those children;
(b) An employee who maintains a dependent child who is:
   (i) Over the age of 18 years;
   (ii) Residing with the employee; and
   (iii) Certified by a duly qualified medical practitioner as being a permanent invalid, shall be entitled to leave airfares in respect of that invalid child as if that child was under the age of 18 years provided that the employee has, in all other respects, an entitlement under this clause.

89.5 Nearest Capital City
(a) For the purposes of this clause, the nearest capital city for:
   (i) Darwin - Brisbane, Sydney, Melbourne, Adelaide, or Perth;
   (ii) Alice Springs - Brisbane (via Mt Isa), Sydney, Melbourne, Adelaide or Perth (direct flight);
   (iii) Katherine and Tennant Creek - Sydney, Melbourne or Adelaide;
   (iv) Nhulunbuy - Brisbane or Sydney (via Mt Isa or Cairns), Melbourne (via Brisbane or Adelaide), Adelaide or Perth (via Darwin);
   (v) Employees stationed at Katherine, Tennant Creek or Alice Springs who travel to Darwin at their own expense may be granted leave airfares from Darwin to Perth in lieu of the normal entitlement applying to those locations.

89.6 Maximum Fare Entitlement
(a) For travel by air, the maximum fare entitlement is the return economy class airfare from the employee's head station to the nearest capital city as defined;
(b) Employees have no entitlement to leave airfares for travel to Canberra or Hobart except as allowed in Clauses 89.6(c) or 89.6(d);
(c) Where travel is to a destination other than the nearest capital city but travel is through a capital city, the maximum entitlement is the return economy class airfare from the employee’s head station to that capital city;
(d) Where travel is to a destination other than the nearest capital city and travel is not through a capital city, the maximum entitlement is the lesser of the return economy class airfare from the employee’s head station to Adelaide or the destination;
(e) Where travel is undertaken by any means other than by air, the maximum entitlement is the lesser of the return economy class airfare from the employee’s head station to Adelaide, the cost of travel or kilometre allowance under Clause 91.

89.7 Overseas Travel

(a) Where an employee chooses to apply the value of a fare towards overseas travel, the maximum fare payable shall be the lesser of the entitlement calculated in accordance with 89.6(a), or the actual cost of the overseas fare or the overseas fare package as appropriate;
(b) The fare entitlement in respect of travel overseas depends upon the port of departure from, and re-entry to, Australia in accordance with the following:
   (i) Departing from nearest capital city - maximum fare entitlement in accordance with Clause 89.6(a);
   (ii) Departing from other than the nearest capital city - maximum fare entitlement in accordance with Clauses 89.6(c) or 89.6(d) as appropriate;
   (iii) Departing from Darwin - maximum fare entitlement of the return economy class airfare from the employee’s head station to Adelaide, except that employees stationed in Alice Springs who travel to Darwin at their own expense for the purpose of departing on overseas travel from Darwin, shall be granted a maximum fare entitlement of the return economy class airfare from Darwin to Adelaide.

89.8 Fare On Cessation of Employment

An employee referred to in Clause 92.1(a) who resigns, retires or is retired and who, at that time, has an unused leave airfare accrued under this clause may be granted a one way economy class airfare (and for dependents if applicable) from the employee’s head station to the nearest capital city in accordance with Clause 89.5.

89.9 Fare Value

All airfare entitlements provided in this clause are to be calculated in accordance with current economy airfares for the specific journey.

89.10 Automatic Cash Payment of Accrued Airfare

Notwithstanding this clause, an airfare accrued under this clause may be used in accordance with the cash payment provisions of Clause 90.
90. **Airfares & Alternative Provisions**

90.1 For the purposes of this clause:

(a) "Dependent", in relation to an employee means:

(i) An employee's spouse and children over the age of 2 years, who:

(1) Reside permanently with the employee and

(2) Are not in receipt of income, the weekly average of which over
the 6 month period immediately preceding the date of accrual of
an airfare and over the 6 month period immediately preceding
the date of airfare utilisation, exceeds the weekly minimum adult
wage and

(3) Are not eligible for fares assistance as a term or condition of
service from any other source; and

(ii) Any other person approved by the Director for that purpose.

90.2 Application

This clause applies only to an employee who was:

(a) Appointed to the Northern Territory Public Service prior to 1 August
1987; or

(b) Appointed to the Northern Territory Teaching Service prior to 12 April
1990; or

(c) Permanently transferred, in accordance with the provisions of the Public
Employment Mobility Act 1989, to the Northern Territory Public Service
or the Northern Territory Teaching Service and the date of
commencement in public employment precedes 1 August 1987 or 12
April 1990 respectively;

(d) Was subsequently transferred to employment with the Institute on 1
July 1999 in accordance with the Act; and applies to such employees in
lieu of Clause 83.

90.3 Established Dependency

(a) Where one partner has established responsibility for the family unit,
regardless of whether that partner is an employee, the other partner
shall not be entitled to claim recognition of the family unit as
dependents for airfares;

(b) If the circumstances of the family unit have changed to the extent that
there has been a change in responsibility for the family unit, an
employee may claim for airfares.

90.4 Entitlement

(a) An employee to whom this clause applies and, subject to Clause 92.1(a)
who is permanently stationed in the Northern Territory shall accrue an
economy class return airfare on completion of each 2 year period of
service in the Northern Territory;

(b) Airfares shall accrue in respect of the employee and, subject to meeting
the dependency criteria, to recognised dependents.
Deferral of Entitlement
(a) Leave without pay which is specified as not counting as service for all purposes, or is an unauthorised absence occurring since the last airfare accrual shall:
   (i) Defer the next airfare accrual by the equivalent number of days; and
   (ii) Subsequent airfare accrual shall be after a period of 2 years service from that date or a date resulting from a further deferral or accrual.

Maximum Entitlement
(a) Except as provided under Clauses 90.6 (b) and 90.7(b) airfares shall be made available for travel on leave from the employee's head station to Adelaide by the most direct route, or to another destination, provided that the maximum payment does not exceed the cost that would have been incurred for an economy return airfare to Adelaide;
(b) Except as provided at Clause 90.7(b), an employee who, prior to commencement of the Public Sector Employment and Management Act 1993, was employed under the Teaching Service Act 1981, and was subsequently transferred to employment with the Institute on 1 July 1999 in accordance with the Act, and who is entitled to airfares in accordance with clause;
(c) Shall, when utilising an airfare under this clause, be entitled to a return economy airfare to any capital city in lieu of the cost of the return economy airfare to Adelaide.

Automatic Cash Payment of Accrued Airfare
(a) Subject to Clause 90.8, an accrued airfare shall, on the payday following the date of accrual, be paid as a taxable lump sum payment calculated in accordance with the following formula:
   \[ A = B (1 - C) \]
   Where:
   \( A \) = lump sum payment;
   \( B \) = the value of the relevant return economy airfare on the date of accrual;
   \( C \) = the employee's marginal tax rate determined by adding the lump sum payment to the employee's gross annual income.
(b) In respect of Clause 90.7(a):
   (i) The relevant return economy airfare means:
      (1) For an employee who has an entitlement to a return airfare to Adelaide, the value of the return economy airfare from the employee's head station to Adelaide or
      (2) In all other cases, the value of the return economy airfare from the employee's head station to Melbourne and
   (ii) The employee's marginal tax rate means:
      (1) The rate of tax which the employee must pay (including the relevant percentage of Medicare Levy) in respect of each dollar earned in excess of a specified amount in each financial year.
(c) Where an airfare is paid in cash the tax to be withheld shall be calculated by multiplying \( A \times C \).
90.8 Exemption from Automatic Cash Payment of Accrued Airfare.

(a) Notwithstanding Clause 90.7, an employee in receipt of the Additional Family Payment or the Basic Family Payment from the Department of Social Security, or similar payment made in their stead, who can satisfy the Director at least two months prior to the date of accrual of an airfare that he/she would suffer financial loss by having the airfare paid in cash, may elect not to have the airfare paid in cash;

(b) Where the Director is satisfied that the employee would suffer financial loss, use of the airfare shall be by:

(i) Issue of a travel warrant or similar payment to a commercial carrier, to the maximum value applicable; or

(ii) Reimbursement of used airline or other commercial carrier tickets after the date of accrual and subject to eligibility criteria, to the maximum value applicable; or

(iii) Payment of Kilometre Allowance in accordance with Clause 91 subject to the following provisions:

(1) An employee who chooses to travel on leave wholly within the Northern Territory shall be entitled to use accrued airfares equivalent to the value of the return economy Adelaide airfare which may be utilised in accordance with Clause 90.8(b)(i) to (iii); and

(2) No payment or reimbursement of fares is to be provided in respect of any travel by other than private road vehicle or for travel undertaken by other than commercial carriers and

(3) Airfares provided to an employee under Clause 90.8(b) may be extended to dependents of that employee, subject to their meeting dependency criteria, and those dependents may travel independent of the employee except that kilometre allowance is not payable where the employee does not travel with them or travels but does not have an accrued entitlement; and

(4) In all cases, an employee is expected to take advantage of student concessions offered by commercial carriers, and extension of airfares in respect of children as permitted under Clause 90.8(b) is limited to the cost which would be incurred after discount of any student concession or similar discount available.

90.9 Cost Of Airfares In Respect of Children under 2 Years

(a) Where an employee produces evidence that a cost has been incurred in respect of a dependent child under the age of 2 years, or over the age of 2 years but for whom the employee has not accrued an airfare entitlement, provided that the employee has accrued an airfare since the birth of the child, the Director may approve reimbursement to cover:

(i) If the travel was undertaken within Australia, the actual cost incurred in respect of the child’s airfare component; or

(ii) If the travel was overseas, the cost to a maximum of 50% of the adult overseas airfare or 50% of the adult Adelaide airfare, whichever is the lesser, regardless of any additional cost incurred.
(b) Cessation Of Employment

On cessation of employment, an unused accrued airfare in respect of the employee or dependent may be provided as a one way entitlement in accordance with this clause.

91. Kilometre Allowance

91.1 Entitlement

(a) An employee’s airfare entitlement under the provisions of Clause 90 may be utilised as Kilometre Allowance where the employee chooses to travel by road and drive a private vehicle;

(b) Rate of Allowance

(i) The allowance is payable for the forward and return journey, at the per kilometre rate as determined by the Delegated Officer in respect of:

(1) Where the employee travels alone and utilises a fare accrued under Clause 89, the rate determined for vehicle allowance or

(2) Where an employee carries a recognised dependent (as defined under Clause 89.1(a), as a passenger and the employee has accrued an airfare in respect of that dependent, an additional component determined by the Delegated Officer as the passenger allowance rate, may be added once only to the basic Kilometre Allowance rate, regardless of the number of dependents carried as passengers.

(ii) The airfare entitlement accrued in respect of each of the dependents carried is to be deemed used where passenger allowance is added to the Kilometre Allowance rate;

(iii) The rate of allowance per kilometre payable under this clause shall be the rate determined under Clause 91.1(b).

91.2 Payment

The maximum payable shall be the amount of allowance calculated, including passenger allowance where appropriate or the cost of the economy Adelaide return airfare for the employee and recognised dependents travelling, whichever is the lesser.

92. Removal Expenses

92.1 Application

(a) This clause applies only to an employee who was:

(i) Formerly permanently appointed to either:

(1) The former Northern Territory Public Service or

(2) The Commonwealth Public Service in the Northern Territory and as a result of that appointment was required to relocate to a locality within the Territory and the expense of that relocation was met by Government.

(ii) Subsequently compulsorily transferred to the Northern Territory Public Service; and
92.2 Travel and Removal Costs
(a) Where an employee referred to under Clause 92.1 ceases duty due to:
   (i) Retirement on the grounds of age; or
   (ii) Retirement due to total and permanent incapacity under the provisions of Part 6; or
   (iii) Death: the Delegated Officer shall, subject to this clause, authorise payment to the employee, or to the dependents of a deceased employee, the whole or part of the cost of conveyance of the employee, dependents (if any) and furniture and household effects subject to Clause 92.2(b).
(b) The maximum value under Clause 92.2(a) shall be the lesser of:
   (i) The cost incurred to remove the employee, dependents (if any) and personal effects from the place they were originally relocated to in the Northern Territory, (notwithstanding that on cessation the employee may be stationed at another locality), back to the place they were recruited from at that time; or
   (ii) Removal to an alternative locality of the employee's choosing.
(c) An employee who was appointed in accordance with Clause 92.1 from overseas shall for the purposes of this Rule be deemed to have been appointed from the place being their first port of call in Australia.

92.3 Time Limit for Removal
Unless approved by the Delegated Officer, removal of an employee and/or personal effects shall be effected within a period of 90 days after cessation of duty or 180 days in the case of an employee's death.

92.4 Payment
(a) The Delegated Officer, in determining the amount of reimbursement or assistance to be made available shall consider:
   (i) The circumstances of the appointment and any other relevant details;
   (ii) Quotations for the cost of removal provided by the employee in accordance with Clause 92.2 and in all cases any assistance determined shall only be provided as reimbursement upon proof of expenditure incurred or as a payment direct to a commercial carrier.
(b) Unless removal actually occurs there is no entitlement under this clause;
(c) Reimbursement under this clause shall not include:
   (i) Excess baggage charges for air travel;
   (ii) Meal and accommodation expenses;
   (iii) Any cost associated with storage of household furniture or effects;
   (iv) Freight of pets;
   (v) Vehicle allowance under provisions of other clauses.
(d) In addition to any other allowance or reimbursement, the Delegated Officer may approve the cost of freighting a vehicle where sufficient circumstances prevent it being driven by the employee or family
representative but in no case shall the cost of removing more than 2 vehicles be approved;
(e) For the purposes of Clause 92.4(d), "vehicle" shall include a motor vehicle, caravan, boat (on a trailer), trailer or motor cycle.

92.5 Arrangements
(a) An employee, or the family of a deceased employee, is responsible for:
   (i) All matters concerning the organisation and conduct of removal; and
   (ii) Obtaining sufficient quotations for removal to assist the Delegated Officer's determination of the amount of assistance or reimbursement, if any, to be provided under this clause.

93. Fares for Children Attending School

93.1 Entitlement
(a) The Director may, subject to this clause, approve reimbursement to an employee in respect of a child's fare where that child is under the age of 18 and attends secondary school away from the employee's head station;
(b) Reimbursement under this clause may be made only in respect of the cost for the child's travel home in one year or in the alternate year, travel to join the employee or the employee's spouse and family on leave at another locality during the Christmas school holidays;
(c) Reimbursement of fares under either Clauses 93.2. or 93.3, is only available on a cyclic basis once every 2 years and the cycle depends upon which type of fare is utilised by the employee in the first year of entitlement;
(d) Where an employee claims reimbursement under Clauses 93.2 or 93.3 in one year, that employee has no eligibility for reimbursement under those clauses but has an entitlement under Clause 93.3 in the next year, and vice versa.

93.2 Fare To Return To Headquarters
(a) Subject to this clause, the Director may reimburse to the employee the amount paid for fares where a child travels from school to the employee's head station during the Christmas school holidays, and, if the child returns to school at the end of those school holidays to continue secondary education, the amount paid in respect of the child's return journey;
(b) Reimbursement under Clause 93.2 shall be for the lesser of:
   (i) The amount paid by the employee for fares for the child's travel to the head station; or
   (ii) The amount that would have been payable had the child travelled from the nearest capital city to the head station.

93.3 Fare to Join Parents On Leave
(a) Where, in a year other than a year referred to in Clause 93.2, the employee or the employee's spouse utilises a leave airfare in accordance with Clause 89 and is away from the home station during the Christmas school holidays, the Director may reimburse the employee the amount paid for fares in respect of travel by the child to join the employee or the
employee's spouse on leave and, if the child returns to school at the end of those school holidays to continue secondary education, the amount paid in respect of the child’s return journey;

(b) Reimbursement under Clause 93.3 shall be for the lesser of:

(i) The amount paid by the employee for fares for the child’s travel to join the employee or the employee’s spouse on leave;

(ii) The amount that would have been payable had the child travelled from the school to the nearest capital city or destination of a lesser distance nearest to where the employee or the employee's spouse is on leave; or

(iii) The amount that would have been payable under Clause 89 had the child accompanied the employee or the employee’s spouse from the head station to the place where the employee or the employee's spouse is on leave.

93.4 Limitations

(a) An entitlement under this clause shall be subject to the following limitations:

(i) Reimbursement is restricted to travel during the school holidays which commence in December;

(ii) The child must be under the age of 18 or in the case of a child attaining the age of 18 during a school year, a one way entitlement only may be reimbursed under either Clauses 93.2 or 93.3 at the end of that school year;

(iii) The fare costs reimbursable under this clause are for economy air travel within Australia only and exclude any costs of air travel overseas;

(iv) This clause shall apply in respect of secondary education away from home and does not apply in respect of a child who attends primary school or undertaking tertiary study;

(v) Employees must utilise student concession fares where they are available and reimbursement shall not exceed the value of a concession fare;

(vi) Employees shall not be provided with travel warrants or similar authority to meet the anticipated cost of travel as an entitlement under this clause is available only as reimbursement upon proof of expenditure;

(vii) Reimbursement shall not be provided to an employee whose child is entitled to the grant of a fare similar to those authorised in this clause from any other source, but shall utilise the fare from that other source.

94. Support for Provision of Care for Dependents

94.1 Where work is directed to be performed outside normal working arrangements (e.g. directed overtime); or other directed work is not identified as part of an employee's normal responsibilities (e.g. in the employee's Statement of Duties) and as a consequence of performing such work the employee incurs costs for provision of care for a
dependent member of the employee's immediate family or household, over and above the costs the employee would normally incur.

94.2 The Director may, on provision by the employee of appropriate evidence of costs incurred, approve reimbursement of such costs.
PART 12. REDEPLOYMENT AND REDUNDANCY PROVISIONS

95. Application

95.1 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. These provisions apply to fixed-term employees only to the extent specified in Clause 28.

95.2 Where the Institute has decided to terminate the employment of one or more employees for reasons of an economic, technological, structural or similar nature, including:
(a) 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;
(b) 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;
(c) Financial exigency within an organisational unit or cost centre; or
(d) Changes in technology or work methods, the following provisions will apply.

96. Voluntary Redundancy

96.1 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:
(a) The employee will be notified of the date on which their employment will terminate, which date will be no less than six months from the date of notification;
(b) However, the Institute may pay to the employee an amount equal to six months pay in lieu of the period of notice;
(c) During the period of notice of termination the employee may request and the Institute may agree that the balance of the period be waived, in which case the employee is entitled to payment for the balance of the period or four weeks pay, whichever is the lesser.

96.2 The employee shall be paid a redundancy payment of:
(a) A sum calculated at the rate of two weeks' salary per completed year of service with the Institute, to a maximum entitlement of 52 weeks' salary;
(b) Payment on a pro rata basis for long service leave calculated on completed years of service.

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

96.4 The benefits in this clause are in lieu of any other notice period, access to a scheme of redeployment or other redundancy benefit.
96.5 The benefits of this clause do not constitute a severance payment or retrenchment benefit payment for the purposes of Clause 28.

97. Other than Voluntary Redundancy

97.1 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:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(a) If the employee is over 45 years of age twelve (12) months notice of termination;
(b) If the employee is over 40 years of age but under 45 years, notice according to the following scale:

<table>
<thead>
<tr>
<th>Age</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>7 months</td>
</tr>
<tr>
<td>41</td>
<td>8 months</td>
</tr>
<tr>
<td>42</td>
<td>9 months</td>
</tr>
<tr>
<td>43</td>
<td>10 months</td>
</tr>
<tr>
<td>44</td>
<td>11 months</td>
</tr>
</tbody>
</table>

(c) If the employee is less than 40 years of age, 6 months notice;
(d) On retrenchment, an employee shall, in addition, receive the following amount of severance pay in respect of a continuous period of service:

<table>
<thead>
<tr>
<th>Service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the completion of 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and up to the completion of 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>3 years and up to the completion of 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>

97.2 If an employee is ill during the period of notice and provides the Institute with a medical certificate to this effect, stating the period of illness, the notice prescribed by this clause will be extended for that period. However, the extension will be limited to the extent of an employee’s accumulated sick leave entitlement and will be available in accordance with the terms otherwise applicable to the utilisation of sick leave.
98. Expense Allowances

98.1 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.

98.2 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 his/her position being surplus to requirements and, as a consequence, it is not reasonably practicable for the employee to remain in his or her existing residence, the employee shall be entitled to all reasonable expenses associated with moving household to a new locality as provided in this Part.

98.3 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 his/her position being surplus shall be reimbursed to the employee.

98.4 Where, as an agreed measure to mitigate the effects of an employee's position being surplus to requirements, the employee is redeployed to a lower level position, placed on a program of retraining or otherwise maintains an employment relationship with the Institute but in circumstances which would provide a reduced income, normal salary shall be maintained during the arrangement for the length of the notice period which would apply.

99. Prescribed Expenses

99.1 For the purpose of this clause, "prescribed expenses" means:
(a) Legal fees;
(b) Agent's commission;
(c) Stamp duty;
(d) Fees associated with the transfer of title;
(e) Expenses relating to the execution or discharge of a first mortgage; and
(f) Any reasonable costs as determined by the Director of advertising for sale of a dwelling-house.

100. Payment of Expenses

100.1 The Delegated Officer may authorise the payment to the employee of the reasonable costs incurred in the conveyance of himself or herself and his or her dependents, including reasonable costs for removal of furniture and personal effects.
100.2 The Delegated Officer may authorise the payment to the employee of an allowance comprising two-thirds of the expenses necessarily incurred by the employee in residing at a hotel or boarding-house while waiting to:
   (a) Commence or continue his or her journey to the new locality; or
   (b) Secure a place of residence in that locality.

100.3 Subject to Clause 100.4, an allowance under Clause 100.2 shall not be paid in respect of a period exceeding:
   (a) 1 week in case to which Clause 100.2(a) applies; or
   (b) 4 weeks in any other case.

100.4 Where the Director is satisfied that an employee to whom Clause 100.2 applies is unable to secure a place of residence in the new locality after having made all reasonable efforts to do so, the Director may extend the period in respect of which an allowance under that clause would otherwise be payable to that employee for such further period, not exceeding 4 weeks, as the Director may determine.

100.5 Where the Director is satisfied that in the circumstances of a particular case it is just and equitable to do so, he or she may authorise the payment to an employee to whom Clause 100.2 applies of an allowance at a rate per week determined by the Director for a period not exceeding 5 weeks after the expiration of the periods referred to in Clauses 100.3 and 100.4.

100.6 The Delegated Officer may authorise the payment to an employee to whom Clause 100.2 applies of such amount as the Delegated Officer may in a particular case determine for the purpose of compensating that employee for expenses necessarily incurred by him or her in respect of:
   (a) The storage of his or her furniture and effects while waiting to secure a place of residence in the new locality; and
   (b) The cartage of the furniture and effects from the place of storage to the employee's place of residence in that locality.

100.7 An employee who is entitled to receive the expenses and allowances payable under this schedule is also entitled to be paid incidentals allowance to compensate the employee for:
   (a) The value of the increased depreciation of, and the additional wear and tear on, the basic household furniture and effects resulting from the transfer;
   (b) The cost of the replacement or alteration of carpets, linoleum, curtains, blinds, and household effects necessitated by the transfer;
   (c) Incidental costs associated with establishing a new place of residence (e.g. Telephone, gas reconnection).

100.8 The depreciation allowance payable under Clause 100.7(a) is such an amount as may be determined by the Director.
100.9 An employee who is entitled to receive expenses and allowances under this clause is, subject to Clause 100.13, also entitled to receive a property allowance for reimbursement of prescribed expenses incurred by him or her:

(a) In the sale of the dwelling house:
   (i) Owned and occupied by him or her;
   (ii) Which he or she was purchasing under a contract of sale providing for vacant possession; or
   (iii) Which he or she was constructing for his or her own permanent occupation, on completion of construction, at the date on which it became necessary to move to the new locality.

(b) In the purchase of a dwelling-house, or land for the purpose of erecting a dwelling-house on the land, for his or her own permanent location in the new locality; or

(c) Both in the sale of the dwelling-house referred to in Subclause 100.9(a) and in the purchase of a dwelling-house or land referred to in Subclause 100.9(b).

100.10 The property allowance payable under this clause in respect of a sale, purchase, or sale and purchase, is, subject to Clause 100.11, an amount which is equal to the actual expenses incurred.

100.11 Where an employee is the owner jointly or in common with another person not being a person referred to in Clause 100.14, the property allowance payable under this clause shall not exceed an amount which is equal to the proportion of the prescribed expenses for which he or she is responsible.

100.12 An application by an employee for a property or an incidentals allowance under this clause shall be accompanied by sufficient evidence of the payment by the employee of the prescribed expenses.

100.13 Except on the decision of the Director, an employee is not entitled to the payment of a property allowance in respect of:

(a) A sale referred to in Subclause 100.9(a); or

(b) A purchase referred to in Subclause 100.9(b) which is effected:
   (i) More, than 2 years after the date on which the employee takes up duty in new locality; or
   (ii) After the date on which he or she receives notification that he or she is being transferred back to the old locality.

100.14 For the purpose of this clause, it is immaterial that the dwelling-house or land is purchased, sold or owned:

(a) In the case of a married employee, solely or jointly or in common with:
   (i) The spouse of that employee;
   (ii) A dependant of that employee;
   (iii) The spouse and a dependant of that employee; or

(b) In the case of any other employee, solely or jointly or in common with a dependant.
101. **Management of Change**

The Institute undertakes to facilitate the process of change and reform by a co-operative and consultative approach to change management and by observing the following principles where significant change is proposed:

(a) The Institute will properly and adequately resource and facilitate meaningful consultation when change management is being considered;

(b) Meaningful consultation means providing employees and their representative with a bona fide opportunity to influence proposals before decisions are made;

(c) Managers will have a clear understanding of the change required, are committed to it, allocate adequate resources to the process and have the skills to effectively implement change;

(d) Management will identify the reasons for change and identify the objectives to be achieved and provide a description of the resources allocated to the change process;

(e) The Institute will consult with, affected employees and their representative at appropriate and timely stages through the development of change strategies and processes;

(f) The change management process will occur in a work environment which increases information exchange, involvement of employees, job satisfaction, continuous learning and training opportunities and health and safety will be promoted;

(g) 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, including giving due attention to individual workloads, will be observed;

(h) The change process will be monitored to ensure that, as far as possible, the outcomes match the objectives;

(i) Processes and practices will aim to create a more positive, stable and harmonious industrial relations climate;

(j) There is a preparedness on the part of employees to participate actively in and contribute positively to consultation processes, development and implementation of required change, monitoring of outcomes and the maintenance and development of a positive, stable and harmonious industrial relations climate;

(k) Where large scale change and restructuring is proposed, the Institute shall consult with employees and their representative prior to a final decision and implementation of that change and restructuring; and
Implementation of such change and restructuring will, to the extent possible, emphasise retraining and redeployment rather than redundancy.

101.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Institute’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the relevant award or agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

101.3 Before making a final decision to implement organisational change the Institute will:
(a) Provide as far as practicable all relevant information to employees and their representative about the changes referred to in Clause 101.2;
(b) Provide an opportunity for employees and their representatives, which may be the Union, to put forward views, comments and suggestions on matters including the opportunity, where relevant, to meet with employee representatives, which may be the Union; and
(c) Consider the views, comments and suggestions.

101.4 The discussions must commence as early as practicable after a proposal for change and before a firm decision has been made by the Institute to make changes of the types referred to in Clause 101.2.

101.5 For the purposes of such discussion, the Institute will provide to the employees concerned and the unions, all relevant information about the proposed changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Institute will not be required to disclose confidential information the disclosure of which would be inimical to its interest.

101.6 Where the Institute has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on staff, the Institute will notify both the employees who may be affected by the proposed changes and the unions at the request of an affected member of staff to discuss options for staff affected.
PART 14. UNION RIGHTS AND RESPONSIBILITIES

102. Union Right of Entry

For the purpose recognised union business or of 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.

103. Recognition of Union Delegates

103.1 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:

(a) Interview, consult, liaise or negotiate with management on matters of concern to their union;

(b) Interview, consult and liaise with union members, other Institute employees and union officials; and

(c) Time release to attend official union committee meetings and conferences.

104. 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 Resources Services. There is no charge to the employee or Unions for the payroll deductions.

105. Union Members Meetings

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

106. 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 15.  WORKPLACE HEALTH & SAFETY

107.  Compliance with the Act

107.1 The Institute will provide work environments, which are safe, healthy and harmonious for all members of the Institute staff.

107.2 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 Occupational Health and Safety (OH&S) legislation, Australian Standards and Codes of Practice.

107.3 The Institute will achieve, through a process of consultation with employees, the highest possible standard of workplace health and safety by implementing the Institute’s Occupational Health and Safety Management System (OH&SMS).

107.4 Health and safety at work is both an individual and shared responsibility.

108.  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 and Safety committee.

109.  Management of Harassment and Bullying

109.1 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.

(a) Within this Definition:

(i) “Unreasonable behaviour” means behaviour that a reasonable person, having regard to all the circumstances, would expect to victimise, humiliate, undermine or threaten;

(ii) “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;

(iii) “Risk to health and safety” includes risk to the mental or physical health of the employee.

(b) Bullying behaviour may include, but is not limited to:

(i) Intimidation;

(ii) Isolating a person from others;

(iii) Withholding information someone needs for a job;

(iv) Shouting/ teasing/sarcasm;
(v) Spreading gossip;
(vi) Sabotaging someone’s work;
(vii) Taking credit for someone’s work;
(viii) Threats of violence or physical abuse;
(ix) Assigning meaningless tasks unrelated to the job.

109.2 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.

110. Support for Provision of Care for Dependents

110.1 Where work is directed to be performed outside normal working arrangements (e.g. directed overtime); or other directed work is not identified as part of an employee’s normal responsibilities (e.g. in the employees Statement of Duties) and as a consequence of performing such work the employee incurs costs for provision of care for a dependent member of the employee’s immediate family or household, over and above the costs the employee would normally incur.

110.2 The Director may, on provision by the employee of appropriate evidence of costs incurred, approve reimbursement of such costs.
111. **Signatures to the Agreement**

For and on behalf of the Batchelor Institute of Indigenous Education

**ADRIAN MITCHELL**

Name: \[Signature: \]

For and on behalf of the National Tertiary Education Union

**Graeme McCulloch**

Name: \[Signature: \]

For and on behalf of the Australian Education Union

**Peter Crosby**

Name: \[Signature: \]

For and on behalf of the United Voice

**Matthew Gardiner**

Name: \[Signature: \]
112. Attachment I - Salaries and Related Matters
The salaries and rates of pay in Part 16, Clause 112.7 – 112.16, will be adjusted annually during the term of this agreement in the first pay period in March in each of the following years 2012, 2013 and 2014 by 4%.

112.1 Academic (Casual)
(a) Principles
(b) 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:
   (i) Lecturing rate and higher marking rate

   \[
   \text{(Second step of full time Level B scale/52)} \quad + \quad 25\% \quad 37.5
   \]

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

   \[
   \text{(Sixth step of full-time Level A scale/52)} \quad + \quad 25\% \quad 37.5
   \]

   (iii) Rate applicable to all other duties

   \[
   \text{(Second step of full-time Level A scale/52)} \quad + \quad 25\% \quad 37.5
   \]

112.2 Lecturing
(a) 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.
(b) For the purposes of this clause, the term "lecture" means:
   (i) Any education delivery described as a lecture in a course or unit outline;
   (ii) Or in an official timetable issued by the Institute;
   (iii) Or any class the primary purpose of which is the presentation of new subject material;
   (iv) Or the introduction of new ideas;
   (v) Or any master class where a single staff member has sole responsibility for delivery of the lecture.
(c) 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 normally conducted for a group of between 15 and 30 students;

(d) The term "developed lecture" means all lectures other than those specified in Clause 112.2(c) above and Clause 112.1(f) below, including lectures at or above UG3 or VET advanced diploma level and lectures to groups of more than 30 students;

(e) The term "specialist lecture" means lectures conducted by those with specialist experience or expertise, which require significant preparation;

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

112.3 Tutoring/Workshop Delivery

(a) 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;

(b) 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;

(c) For the purposes of this clause, the term "tutorial" or "workshop" means:

(i) 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 Clause 112.2 above; or

(ii) 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 Clause 112.2 above; or

(iii) Any one-to-one and small group teaching, other than a lecture as defined in Clause 112.2 above;

(iv) A tutorial or workshop is normally 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.

(d) 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.

112.4 Clinical Nurse Educators

(a) 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;

(b) For the purposes of this clause, the term "undergraduate clinical nurse education" means the conduct of undergraduate nurse education in a
clinical setting.

112.5 Marking
(a) A casual employee required to undertake marking other than marking as specified in Clauses 112.2, 112.3 and 112.4 above, shall be paid according to the Marking rate.

112.6 Other Required Academic Activity
(a) A casual employee required to undertake academic activity as specified under Subclause 112.6.(b) below shall be paid in accordance with the rate for Other Required Academic Activity;
(b) For the purposes of this clause, "other required academic activity" shall include but not be limited to work of the following nature:
(i) The conduct of practical classes, demonstrations, student field excursions;
(ii) The conduct of clinical sessions other than clinical nurse education;
(iii) The conduct of performance and visual art studio session;
(iv) Development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
(v) Consultation with students;
(vi) Supervision; and attendance at School and/or other Institute meetings as required.
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### LECTURING

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### Tutoring & Workshops

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### Nurse Education

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<td>57.56</td>
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### Other

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113. **Attachment II - Determination Number 1**

Employees of the 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.