



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Batchelor Institute of Indigenous Tertiary Education Trading AS Batchelor Institute (AG2025/2351)

BATCHELOR INSTITUTE OF INDIGENOUS TERTIARY EDUCATION UNION ENTERPRISE AGREEMENT 2025

Educational services

DEPUTY PRESIDENT O'KEEFFE

PERTH, 11 AUGUST 2025

Application for approval of the Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2025 (the Agreement)*. The Application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Batchelor Institute of Indigenous Tertiary Education Trading AS Batchelor Institute (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 16 September 2022 and the Agreement was made on 4 July 2025. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The National Tertiary Education Industry Union and the United Workers Union, who were bargaining agents, did not express a view as to whether the Agreement passes the BOOT.

[4] During the process of application and review the Applicant discovered two typographical errors and drew them to my attention. In both cases I was satisfied that the errors were capable of correction under s.586 of the Act. The corrections were subsequently made to

cl.32.1(a) to change the reference from “32(1)(0)” to “32.1(1)(H)” and to the table at page 84 to change “2.2.25%” to “2.25%”.

[5] A number of NES-related issues were identified during the assessment process, as follows:

1. Annual leave is expressed in days rather than weeks.
2. Personal/Carers leave is expressed in weeks rather than days.
3. The process of Personal/Carers leave accrual for fixed term employees which is not progressive as per the Act.
4. The Jury Duty provisions deal with payment in a manner that is inconsistent with the Act.
5. The abandonment of employment provisions may potentially deny an employee the benefits of s.117 of the Act.

In each case I am satisfied that the NES precedence clause found at cl.8 of the Agreement resolves these concerns.

[6] A potential BOOT concern was identified with respect to maximum daily hours. I raised this with the Applicant and it advises that it does not require employees to work more than eight hours per day and it is not reasonably foreseeable that employees will be required to work more than eight hours per day during the life of the Agreement. On that basis I am satisfied that the concern is resolved.

[7] A further potential BOOT concern was identified with respect to casual employees conducting nursing education sessions. The Applicant advises that it does not currently offer courses in nursing education and it is not reasonably foreseeable that it will do so during the life of the Agreement. On that basis I am satisfied that the concern is resolved.

[8] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[9] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[10] The National Tertiary Education Industry Union and the United Workers Union each lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the National Tertiary Education Industry Union and the United Workers Union.

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 August 2025. The nominal expiry date of the Agreement is 31 December 2026.



DEPUTY PRESIDENT

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ANNEXURE A

Matter number: AG2025/2351

Employer: **Batchelor Institute of Indigenous Tertiary Education** (Employer)


Application: Application for approval of the **Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2025** (Agreement)

Undertakings – Section 190

For and on behalf of the Employer, I, Katrina McGarvie:

1. declare that I have authority to give these undertakings on behalf of the Employer;
2. give the following undertakings with respect to the Agreement:
 - a. The 25% casual loading described in clause 5.5 of the Agreement will apply to all casuals employed under the Agreement, including General Staff (as defined in clause 5.20) employed on a casual basis.
 - b. If any Time Off in Lieu (TOIL) accrued in accordance with clause 17.6 or clause 17.7 of the Agreement remains untaken at the time of termination of employment, the Employee shall be paid for the number of accrued but untaken TOIL hours at their normal hourly rate payable for their ordinary hours of work.
 - c. Shift workers (as defined in clause 18.1 of the Agreement) will be paid the overtime rates in clause 17.14 of the Agreement for overtime worked on Monday to Friday outside of an Employee's ordinary hours of work.
 - d. The Employer will not engage casual employees for less than the minimum engagement period of 3 hours, unless it pays that employee for a minimum of 3 hours of work.

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

Date signed:	01/08/2025
For and on behalf of the Employer by:	Katrina McGarvie, Director (People of Culture)
Signature:	



Batchelor
Institute
of Indigenous
Tertiary Education

Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2025

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

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PART 1. APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2025.

2. Acknowledgment

- 2.1. The Employer acknowledges and pays respect to the Indigenous Australians sovereign people of the lands on which its campuses and workplaces are located. May their Ancestors always be remembered and honoured, their Elders listened to and respected, and all members treated with dignity and fairness in the present and well into the future.
- 2.2. The Employer will develop an Indigenous Australians Workforce Development Plan, which aligns with the Batchelor Strategic Plan 2025.

3. Objectives of Agreement

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

4. Application and Parties

- 4.1. This Agreement applies to the Employer and all Employees of the Employer except for:
 - (a) employees employed in the positions of Chief Executive Officer, Deputy Chief Executive Officer, Dean Higher Education and Research, Chief Finance Officer, and Director; and
 - (b) Employees appointed to management positions with a salary no less than 120 percent of an ACE.1 salary or a senior professional staff management position with a salary no less than 120 percent of a AO8.3 salary and who are engaged in a management position. All terms of this Agreement will apply to these positions except:
 - (1) Employment Categories (Clause 30)
 - (2) Recreation Leave Entitlements (Clause 64)
 - (3) Flexitime (Clause 19)
 - (4) Salary rates and increases (Clause 15)
 - (5) Fixed term Employment (sub-clause 32.1(c))
 - (6) Part 11 Redundancy and Redeployment Provisions
- 4.2. This Agreement has been negotiated between the Employer and the listed Unions (**Parties**) below:
 - (a) The National Tertiary Education Industry Union (**NTEU**);
 - (b) The Australian Education Union NT Branch (**AEUNT**); and
 - (c) The United Workers' Union (**UWU**).

5. Definitions

- 5.1. **Act** means the *Batchelor Institute of Indigenous Tertiary Education Act 1999* (NT).
- 5.2. **Academic staff** shall mean and refer to Employees, 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.
- 5.3. **Agreement** means the *Batchelor Institute of Indigenous Tertiary Education Union Enterprise Agreement 2025*.
- 5.4. **Casual employee** has the same meaning as in the Fair Work Act.
- 5.5. **Casual Loading** means a loading of 25% in lieu of paid personal/carer's leave, annual leave and annual leave loading, notice of termination and redundancy entitlements which are not payable to Casual Employees.
- 5.6. **Council** means the Batchelor Institute of Indigenous Tertiary Education Council.
- 5.7. **Consultation** means a process whereby the Employer and/or Employees and/or parties to the Agreement exchange information about a matter or issue, hold discussions to explain points of view and take into account each other's views.
- 5.8. **Continuous service** has the meaning in the Fair Work Act, provided that a break of no more than six months between periods of employment shall not break an Employee's Continuous service with the Employer. Service as a Casual Employee shall count towards long service leave accrual but will only count towards other service-related benefits if employment converts to either Fixed term or continuing employment.
- 5.9. **Cultural Leave** means a specific kind of leave granted to Indigenous Australian Employees who have a ritual obligation to participate in ceremonial activity which requires absence from work. Such leave will also include leave to meet the Employee's customary and traditional law obligations.
- 5.10. **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.
- 5.11. **Dependent** means:
- (a) an Employee's partner, including de facto partner, and children of either partner under the age of 18 years, who permanently reside with the Employee, and not in receipt of income from any source which is in excess of the weekly minimum adult wage; and
 - (b) any other person approved by the Director
- 5.12. **Director** is the person from time to time holding the office of Director/Chief Executive Officer in accordance with the Act.
- 5.13. **Employee** shall mean and refer to a member of staff employed by the Employer under the terms and conditions of the Agreement.
- 5.14. **Employer** shall mean and refer to Batchelor Institute of Indigenous Tertiary Education.
- 5.15. **Fair Work Act** means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.
- 5.16. **Fixed term employee** is an Employee engaged under the conditions described in clause 32 of this Agreement.

- 5.17. **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).
- 5.18. **FWC** means Fair Work Commission or any successor body established by the Fair Work Act.
- 5.19. **Gender affirmation** means the process of adopting a gender that best defines the person regardless of their sex assigned at birth. This process may include social, medical, and/or legal transition and may be undertaken in any order over a short or long period of time.
- 5.20. **General staff** means an Employee of the Employer other than Academic staff Employees.
- 5.21. **Health professional** shall mean a registered medical practitioner, registered nurse or nurse practitioner, registered physiotherapist, chiropractor, osteopath, optometrist, pharmacists and clinical or counselling psychologist or psychiatrist.
- 5.22. **Immediate family** shall mean and refer to:
- (a) an Employee's spouse, partner or De facto partner (includes partners of the same sex), child (including their adopted child, stepchild or ex-nuptial child), parent, sibling, grandparent, grandchild;
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse, partner or De facto partner of the Employee;
 - (c) parent in-law, sibling in-law; or
 - (d) an equivalent kinship relationship to (a) or (b) or (c).
- 5.23. **Incremental progression** means the annual movement from one salary point to another salary point within a classification level (such as AO3.1 to AO3.2).
- 5.24. **Indigenous Australian** shall mean an Employee who identifies as:
- (a) of Aboriginal and/or Torres Strait Islander descent; and
 - (b) an Aboriginal or Torres Strait Islander; and
 - (c) is accepted as such by the community in which they live or have lived.
- 5.25. **Misconduct** shall mean and refer to conduct which is not serious misconduct as defined, but which is nonetheless conduct that is unsatisfactory.
- 5.26. **NES** means the National Employment Standards in the Fair Work Act.
- 5.27. **NTG** means the Northern Territory Government.
- 5.28. **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.
- 5.29. **Parties** mean and refer to the Parties of the Agreement.
- 5.30. **Remote locality** as defined in the Northern Territory Public Sector remote locality schedule determined by the Commissioner for public employment from time to time.
- 5.31. **Representative** shall mean a person nominated by an Employee to undertake representations on behalf of the Employee to the Employer. The representative may be: a union employee or elected representative, another Employee, a third party in accordance with the Employer's disputes resolution procedures but may not be a practicing barrister* or solicitor* in private practice.

*Note: this exclusion does not apply where the dispute relates to the proper application of the agreement.

- 5.32. **Resignation** shall mean and refer to an Employee terminating their employment at their own initiative on a nominated date by the Employee in accordance with the provisions of this Agreement.
- 5.33. **Salary** shall mean and refer to the total remuneration an Employee is entitled to receive for performing their ordinary hours of duty, including allowances or other like payments but shall not include overtime, penalty rates, and superannuation payments.
- 5.34. **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.
- 5.35. **Seven Day Shiftworker** means an employee who is regularly rostered to work over a roster cycle that includes any of the 7 days of the week, who is regularly rostered to work Sundays and public holidays.
- 5.36. **Termination of employment** means termination of employment at the initiative of the Employer in accordance with the provisions of this Agreement and in accordance with the Fair Work Act.
- 5.37. **Union(s)** shall mean and refer to the Union(s) listed as party to the Agreement.

6. Period of Operation

- 6.1. This Agreement comes into force 7 days after the date of approval by the FWC in accordance with the Fair Work Act and has a nominal expiry date of 31 December 2026.

7. Relationship to Act, and other instruments

- 7.1. Nothing in this Agreement shall affect the rights conferred on staff by Section 4 of the schedule to the *Batchelor Institute of Indigenous Tertiary Education Act 1999*.
- 7.2. This Agreement operates to the exclusion of and wholly replaces any other awards and enterprise agreements which may otherwise, but for this Clause apply to those staff whose employment falls within the scope and coverage of this Agreement.

8. National Employment Standards

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

9. Negotiation of New Agreement

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

10. Availability of Agreement

Copies of this Agreement shall be kept on the Employers' premises and be made available electronically on the Employer's website. Hard copies shall be provided to an Employee by the Employer on request.

11. Disputes Settling Procedure

- 11.1. All Employees and the Employer have an interest in the proper application of the Agreement. Where any dispute arises concerning any matter arising under this Agreement, the NES or any other employment matters, the following procedure shall apply:
- (a) An Employer or Employee may appoint another person, organisation or association to accompany and /or represent them for the purpose of this Clause. The Employer recognises the Union as a representative of an Employee who is a member of the Union under these procedures.
 - (b) In the first instance an Employee or their representative(s) must notify the appropriate representative of management of the dispute in writing ('the dispute notification'). An appropriate representative of management may be the relevant line manager or if the Employee believes the line manager is not appropriate the Employee may ask the Human Resources Manager to refer the matter to another office. A Union party to this Agreement may also initiate this procedure by raising a dispute with the Employer in writing.
 - (c) The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to Clause(s) of the Agreement or the NES in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the Human Resources Manager. The Employee(s), Employee representative(s) if one has been appointed, and management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
 - (d) Where after the completion of sub-clause 11.1(c), the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
 - (e) Where the dispute is not resolved following the steps sub-clause 11.1(c) to (d), the matter may be referred by either party to the dispute to the FWC for resolution by mediation and /or conciliation and, if necessary, arbitration.
 - (f) If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.
- 11.2. The parties agree to be bound by and implement any decision of the FWC subject to either party exercising a right of appeal against the decision of the FWC to the full bench.
- 11.3. Until the dispute resolution procedures referred to in sub-clauses 11.1(a) to 11.2 have been exhausted:
- (a) work shall continue in the normal way;
 - (b) no industrial action shall be taken by a party in respect of the matter that is the subject of the dispute; and
 - (c) the parties to the dispute shall not take any other action likely to exacerbate the dispute.

12. Policies, Procedures, Guidelines and Tools

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

13. Individual Flexibility Arrangements

- 13.1. The Employer and any Employee may agree to make an individual flexibility arrangement (IFA) to vary the effect of the terms of this Agreement if:
- (a) the IFA deals with one or more of the following matters:
 - (1) arrangements about when work is performed, including span of hours;
 - (2) overtime rates;
 - (3) penalty rates
 - (4) allowances;
 - (5) leave loading; and
 - (b) the IFA meets the genuine needs of the Employer and Employee in relation to one or more of the matters referred to in sub-clause 13.1(a); and
 - (c) the IFA is genuinely agreed to by the Employer and the Employee.
- 13.2. The Employer must ensure that the IFA:
- (a) is in writing;
 - (b) includes the name of the Employer and the Employee;
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (1) the terms of this Agreement that will be varied by the IFA;
 - (2) how the IFA will vary the effect of the terms;
 - (3) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
 - (4) states the day on which the IFA commences.
- 13.3. The Employer must ensure that the terms of any IFA:
- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no IFA was made.
- 13.4. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to by them.
- 13.5. The Employer or the Employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the IFA; or
 - (b) if the Employer 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.

PART 2. SALARIES, RELATED ALLOWANCES AND SUPERANNUATION

15. Salaries

Employees will be paid the Salaries in Attachment 1, which will be adjusted by the following agreed increases on the following dates:

Year	Administrative increase
January 2023	2.5%
January 2024 (first pay week) ALL classifications	2.25%
January 2025 (first pay week) ALL classifications	2.25%
January 2026 (first pay week) ALL classifications	2.25%

16. Hours of Work (General Staff)

- 16.1. The ordinary hours of work for full-time Employees will be 36.75 hours per week, except Employees in the Physical Classifications, whose ordinary hours of work will be 38 hours per week.
- 16.2. The span of hours is from 6.00 am to 6.00 pm, Monday to Friday, unless otherwise mutually agreed between the Employer and Employee.
- 16.3. Part-time Employees are employed for an agreed number of ordinary hours per week with conditions and entitlements as provided in the relevant Clauses of this Agreement calculated on a pro rata basis. Upon the engagement of a Part-time Employee, the Employer and the Employee will agree on a regular pattern of work specifying at least which days will be worked, including actual starting and finishing times each day.
- 16.4. Except as provided for under the flexible working hours provisions, the ordinary hours of work will be worked continuously. Meal breaks do not break continuity. An Employee may not work more than five hours without a meal break.

16.5. Programmed Day Off

- (a) Employees in the physical classification may vary their working hours to the extent that, without breaching any other working conditions, working hours can be arranged to allow a total of 19 days to be worked 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 Employer may require an Employee to work reasonable overtime. The Employer must not request or require an Employee to work more than the number of hours specified in s.62 of the Fair Work Act unless the additional hours are reasonable. To this end the Employer shall maintain and apply a policy that prescribes the use of overtime. The policy shall give effect to the following definitions and entitlements regarding overtime.

- 17.2. Duty will be 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 (6.00 am to 6.00 pm);
 - (b) Monday to Friday during the span of ordinary hours but beyond the length of time a fulltime Employee is required to work on the day concerned; or
 - (c) a Saturday, Sunday or Public Holiday.
- 17.3. An Employee may negotiate and agree with their manager changes to clause 17.2 above.
- 17.4. No Employee shall be required to work in excess of 40 hours overtime in any four- week period.
- 17.5. General Staff Employees classified at level AO7 and above are not eligible for paid overtime.
- 17.6. Full-time Employees classified at level AO7 and above, may with prior approval, accrue Time Off In Lieu (TOIL), to a maximum of 40 hours. Where it is not practicable to take leave equivalent to the amount of TOIL accrued in a period of eight months after the overtime is worked, an Employee shall be paid for the number of hours of overtime worked at the accrued rate of pay.
- 17.7. Part-time and Casual Employees shall be paid at the normal hourly rate for additional hours worked as long as the total amount worked does not exceed the ordinary hours of duty for a full-time Employee as stipulated in sub-clause 16.1. Any additional hours worked in excess of fulltime hours are paid at overtime rates, or, for Employees classified at AO7 and above, accrue as TOIL.
- 17.8. Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a fortnightly period.
- 17.9. An Employee's salary for calculating overtime will include higher duties and other allowances.
- 17.10. The following formula will be used to calculate an Employee's equivalent hourly rate:
- $$\frac{\text{annual salary}}{313} \times \frac{6}{\text{prescribed weekly hours before overtime is payable}}$$
- 17.11. On-call is payable where a non-shift working Employee is directed to be immediately contactable outside of work hours by phone to undertake work duties.
- 17.12. If the Employee is recalled for duty they will be paid for their travel time and time worked at the appropriate overtime rate in accordance with this Clause 17 Overtime and Time Off in Lieu (TOIL).
- 17.13. An Employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of four (4) hours at the appropriate overtime rate. Where an Employee is called out more than once during the four (4) hour period, only one (1) minimum call out period will apply.

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

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

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

17.15. Exceptions to Standard payment for overtime

Type of Duty	Rate of Pay
On Call Allowance	Between 6.00 pm and 6.00 am: 102% of ordinary hourly rate. Between 6.00 am and 6.00 pm: 41% of ordinary hourly rate.

18. Shift Work

18.1. An Employee will be considered a shift worker when they are required to work over a roster cycle that includes any of the 7 days of the week, and who is regularly rostered to work Sundays and public holidays.

18.2. Shift Allowance Schedule: Ordinary Time

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

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

18.3. Shift Work Payment for Overtime

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

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

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

- 18.5. A shift worker, who is required to perform a full shift on a Sunday in addition to ordinary hours worked, will be granted one day off during the next six days, or else payment equivalent to the hours worked on that Sunday at the ordinary rate of pay.
- 18.6. A shift worker who consciously objects to duty on a Sunday is entitled to seek to furnish a substitute.

19. Flexi time

- 19.1. The Employer will maintain a policy on the use of flexi time.
- 19.2. Taking of flexi time is by mutual agreement between the Employee and the supervisor of a work unit, taking into account operational needs.
- 19.3. Hours worked under a flexi time arrangement must fall within the ordinary span of hours as prescribed by sub-clause 16.1.
- 19.4. An Employee who has made an arrangement with their supervisor to work additional hours will have the right to hold a maximum number of 15 flexi time credit hours until taken. No further additional hours will be allowed to be accumulated until the existing credits are taken.
- 19.5. An Employee who has made an arrangement with their supervisor to work fewer hours may carry a maximum of 15 flexi time debit hours. Where an Employee has 15 flexi time debit hours at the end of 4 weeks, the Employee is required to submit an application for leave for the excess hours.

20. Incremental Progression

- 20.1. 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 in accordance with this Agreement and the Fair Work Act.
- 20.2. Incremental progression applies to Employees after 12 months of Continuous service as described in 20.1 above.
- 20.3. A deferral of an increment following a performance management cycle is only effective if it is advised to the People & Culture team 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.

21. Northern Territory Allowance

- 21.1. For the purpose of this Clause 21 – ‘Dependent in relation to an Employee’ means:
 - (a) an Employee's partner, including De facto partner, where the relationship has been in existence for a minimum of six months, and children under the age of 18 years, who permanently reside with the Employee and who are not in receipt of income in excess of the weekly minimum adult wage including any Northern Territory Allowance or district allowance; or
 - (b) any other person approved by the Director for that purpose.
- 21.2. 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.
- 21.3. 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.

- 21.4. An Employee in receipt of the Northern Territory Allowance will notify the People & Culture team of any changes in the Employee's living arrangements including the temporary relocation of a dependent. Human Resources will review the payment of the Northern Territory Allowance accordingly.
- 21.5. Northern Territory Allowance is paid on a seven-day week basis; is not payable during any period of leave without pay that is in excess of one day; is included in payment in lieu of recreation leave, and additional recreation leave; and is payable under certain circumstances for Long Service Leave in accordance with Clause 67.
- 21.6. The Employer may from time to time require information to verify eligibility.

22. Higher Duties Allowance (HDA)

- 22.1. Where an Employee is requested to undertake higher duties, the Director will at the request of an Employee's line manager, and in consultation with the Employee, approve the performance of higher duties. An Employee who is required to act in a position of higher classification than that which the Employee occupies shall be paid an allowance computed in accordance with this Agreement. HDA appointments can only be for one classification level or the equivalent step if transferring between classifications. In exceptional circumstances meeting operational requirements, the Director may approve an HDA appointment above one level to a maximum of two levels.
- 22.2. An Employee is not entitled to receive a higher duties allowance unless the Employee performs the duties of a higher designation for a period of not less than five working days if below A06/ACB and ten days if A06/ACB and above. Appointments in excess of 3 months require an internal expression of interest merit process and cannot exceed 12 months in total.
- 22.3. 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.
- 22.4. An Employee who has completed the qualification periods in clause 22.2 immediately before proceeding on paid leave, shall continue to be paid such a higher duties allowance at the same rate which would have applied otherwise.
- 22.5. 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.
- 22.6. An Employee directed to perform all or part of the duties of a higher classification will be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if promoted to the higher classification, or an alternative amount determined and authorised as a percentage of the duties performed where partial performance is directed.

23. Remote Functions Allowance

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

24. Salary Sacrifice

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

25. Overseas Employment

Some Employees may be required to undertake work overseas as part of their employment. The Employer will pay all reasonable expenses incurred by the Employee while working overseas.

26. Superannuation

- 26.1. The Employer will make employer superannuation contributions in accordance with applicable superannuation guarantee legislation so as to not incur the superannuation guarantee charge, except that the contribution rate will be 13%.
- 26.2. Employees may elect which superannuation fund their Employer superannuation contribution shall be paid to.
- 26.3. Where an Employee does not nominate a superannuation fund, their employer contributions will default to either:
- (a) the Employee's 'stapled fund' as determined by the Australian Taxation Office; or
 - (b) if the Employee does not have a 'stapled fund', Australian Super.

27. Over and under payment

- 27.1. Where an Employee owes a debt or is overpaid an amount of salary or other remuneration, the Employer will notify the Employee, who may authorise the Employer to deduct the amount of the debt or overpayment from the next available pay or in agreed instalments in a timeframe that is manageable by the Employee.
- 27.2. If no agreement is made within two (2) pay periods from notification of the overpayment or debt under clause 27.1, then subject to the Fair Work Act, the Employee will be asked to authorise the Employer to deduct the debt or overpayment through salary deduction over the next available pay periods in the six (6) months period following the notification.
- 27.3. An Employee who is facing financial hardship may apply to the Director People & Culture to vary the instalments, and the Director of People & Culture will reasonably consider all applications.
- 27.4. Subject to the Fair Work Act, an Employee may authorise the Employer to deduct from the Employee's final pay on cessation of employment, or overpayment remaining outstanding, or any debt owing. This applies whether or not the Employee and the Employer have previously agreed to the deduction of the overpayment by instalment.
- 27.5. Where an underpayment occurs, the Employer will make the correction within one (1) pay period so far as is reasonably practicable. An Employee who is facing financial hardship may apply to the Director People & Culture to apply for an immediate payment and the Director of People & Culture will reasonably consider all applications.

PART 3. EMPLOYMENT CATEGORIES AND WORK PLACE MANAGEMENT

28. Types of employment

28.1. Employees shall be employed under one of the following categories:

- (a) Continuing (Full-time or Part-time)
- (b) Fixed term (Full-time or Part-time); or
- (c) Casual.

28.2. Nothing in this Agreement shall limit the number or proportion of Employees that the Employer may employ in a particular type of employment.

29. Terms of engagement

29.1. Employees shall be advised in writing of the terms of their engagement, and subsequent changes to the engagement during employment, which will set out:

- (a) position classification level, location and role title;
- (b) Salary on commencement;
- (c) the period of probation that applies;
- (d) hours or fraction of full-time hours to be worked;
- (e) reporting arrangements;
- (f) for Fixed Term Employees, the category of Fixed-Term and the term, where applicable;
- (g) for casual employees, the duties required, the total hours over the specified period, the rate of pay/s for each class of duty required and a statement that any additional duties required during the term will be paid for; and
- (h) any other documents which govern the terms and conditions of their employment.

30. Continuing Employment

30.1. **Continuing employment** means all employment other than Fixed term employment and casual employment and is often referred to as permanent.

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

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

31. Employee Ceasing Employment

31.1. The minimum notice period to be given by the Employee to the Employer when resigning will be as follows:

- (a) General Staff: two weeks.
- (b) Academic Staff: one semester period.

- 31.2. The above notice periods can be altered by agreement between the Employee and the Employer.

32. Fixed term employment

32.1. General

- (a) A Fixed term contract will not exceed two years except as provided for in sub-clause 32.1(1)(H) below.

- (1) Fixed term employment is limited to the following circumstances:

- A. for work by an enrolled student of the Employer 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 Employee is a genuine retiree;
 - C. the Employee elected to change from continuing employment to a pre-retirement contract and will not be renewed;
 - D. the work performed by the Employee 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 Employer, 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 continuing Employee who is on leave, secondment or performing higher duties; or
 - G. to meet a curriculum requirement in vocation or professional education for recent practical or commercial experience.
- (H) research - A work activity by a person engaged on predominantly research functions for a contract period not exceeding five (5) years subject to funding provided from external sources.

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

- (c) Fixed term employment is terminable by the Employer:

- (1) by giving notice in accordance with the NES and this Agreement during the probation period; or
- (2) for Serious Misconduct or Unsatisfactory Performance In accordance with the provisions of this Agreement.

32.2. Fixed term Conversion

- (a) Subject to funding requirements and availability, the Employer may offer to convert a Fixed term Employee to continuing employment where the:

- (1) Employee's period of Fixed term employment has provided Continuous service for at least two years or the term of two successive fixed term contracts, whichever is the lesser; and
- (2) Employer has identified that the Employee's current role is needed beyond the expiry of the fixed term period; and
- (3) Employee's performance has been satisfactory in accordance with the terms of this Agreement.

- (b) 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.

32.3. Fixed Term Employment Notice

A Fixed term employee shall be entitled to:

(a) Notice of Cessation or Renewal of Employment upon Expiry of Contract

- (1) The Employer shall provide to a Fixed term Employee with a contract of 12 months or more, a written notice of eight weeks that at the expiry date of the contract the Institute intends to:
 - (i) continue the position on a further fixed term contract basis;
 - (ii) continue the position on a continuing basis;
 - (iii) discontinue the position, including for a completion of circumstances under Clause 32.

B. Where the Institute has made a determination in accordance with sub-clause 32.3(a)(1)(i) or 32.3(a)(ii) above, the Employee will be given further employment in the Fixed term or continuing position provided the Employee was employed in the relevant position through a competitive and open selection process and has performed satisfactorily in the position;

C. 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

- (2) 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;
- (3) Where, because of circumstances relating to the provision of specific funding to support employment, external to the Institute and beyond its control, the Institute is not reasonably able to give the notice required by this sub-clause, it shall be

sufficient compliance with this sub-clause if the Institute advises those circumstances to the Employee in writing at the latest time at which the notice would otherwise be required to be given; and gives notice to the Employee at the earliest practicable date thereafter.

32.4. **Severance Pay**

Severance pay shall be payable to a Fixed term Employee, as outlined below (provided that severance pay will be no less than the redundancy pay provisions specified in s 119 of the Fair Work Act where applicable), where:

- (a) the Employer has made a determination in accordance with sub-clause 32.3(a)(1)(iii);
- (b) the staff member seeks to continue employment;
- (c) the staff member has been employed on a second or subsequent fixed term contract;
- (d) the staff member has entered into the second and/or subsequent fixed term contract after the date of commencement of this Agreement.

Length of continuous service	Severance Pay
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 32.5. Where the Employer 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.

33. **Casual Employment**

33.1. **General**

- (a) Casual employees will be paid on a fortnightly basis, after submitting a completed valid claim for payment with the People & Culture department. Casual employment is not to be used to replace continuing or Fixed-term employment.
- (b) This Agreement does not prevent an Employee from 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 Employer's policies in relation to outside work.
- (c) A casual employee is eligible to be offered and request conversion to full-time or part-time employment in accordance with the NES.

All Casual employees will be provided with the Casual Employment Information Statement outlining the pathways to changes to casual employment status. The Employer will promptly consider all requests from casual employees for conversion to full or part-time employment in accordance with the provisions of the Act.

Disputes about changes to casual employment status may be dealt with under clause 11 Disputes Settling Procedure of this Agreement or under sections 66M and 66MA of the Fair Work Act.

On conversion to ongoing employment, the employee will be appointed at the appropriate classification Level, and at the increment point that is commensurate with their length of service.

33.2. **Academic Casual Employees**

- (a) Casual Employees employed as Academic staff ('Casual Academic Employees') 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) A Casual Academic Employee must be engaged and paid for at least 2 hours of work on each occasion they are required to attend work by the employer, inclusive of any incorporated time and payment for preparation or associated working time provided for in sub-clause 33.1(b)(a).
- (c) Casual Academic Employees will not be responsible for the employment or supervision of other Employees.
- (d) Casual Academic Employees should only be involved in administration to the extent that it is necessary to support their academic responsibilities.
- (e) The definitions for Casual Academic Employee classifications, and rates of pay, are contained in Part 15 of this Agreement. Conditions relating to marking and assessment performed by a Casual Academic Employee are also contained in Part 15.
- (f) Over the life of this Agreement, the Employer 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.
- (g) The Employer 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.
- (h) Casual Academic Employees, other than those employed on an occasional or ad hoc basis, shall be entitled to attend Directorate/Divisional meetings (including but not limited to Directorate forums) on the same basis as continuing Academic Employees.
- (i) Casual Academic Employees, 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 continuing academic Employees:
 - (1) library cards
 - (2) access to online learning platforms
 - (3) out-of-hours access
 - (4) telephone access
 - (5) email accounts
 - (6) network and intranet access

- (7) inclusion in the Employer's telephone book and web directory
- (j) Casual Academic Employees shall be eligible to apply for internally advertised Employer positions provided that they were in paid employment for the Employer in the current or previous semester.
- (k) Unless expressly excluded by agreement between the parties, Casual Academic Employees shall be eligible to apply for any internal funding opportunities, including grants and professional development funds, on the same basis as continuing Academic Employees.
- (l) Casual Academic Employees 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 Employer on this basis, or on a full-time or fractional time basis, are expected to attend a session of up to five hours for induction and/or policy familiarisation. Employees who attend such a session will be paid at the "other academic duties" rate for the length of the session.
- (m) Where the Employer requires a Casual Academic Employee to do any of the following, the Employee will be paid for this work:
 - (1) policy familiarisation and inductions;
 - (2) attendance at meetings relevant to teaching; and
 - (3) all work associated with marking including the related administrative load.

33.3. **Casual General Employees**

- (a) Overtime is only payable to Casual Employees employed as General staff ('Casual General Employees') in respect of work on any one day in excess of the ordinary daily hours of equivalent full-time Employees.
- (b) The minimum period of engagement for a Casual General Employee will be three hours per day except where the Casual General Employee:
 - (1) is a student who is expected to attend the Employer on that day in their capacity as a student, in which case the minimum period of engagement will be one hour;
 - (2) has a primary occupation elsewhere (or with the Employer), in which case the minimum period of engagement will be one hour; or
 - (3) requests and the Employer 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 Employer may agree to equalise fortnightly salary payments over that period.

34. **Employer Position Classification Standards**

- 34.1. The Batchelor Institute of Indigenous Tertiary Education Position Classification Standards for academic positions shall apply. These Position Classification Standards describe the broad categories of responsibilities and are contained within the VET Capability Framework for use at the Employer – refer to Academic Board and VET Capability Framework Committee to Academic Employees at different levels. The Standards are not exhaustive of all tasks in Academic employment, which is by its nature multi-skilled and involves an overlap of duties between levels. It may be necessary to prepare specific statements of duties for particular positions.
- 34.2. Employees at all levels are expected to make a contribution to a diversity of functions within the Employer. Such functions include teaching, management, research and development, participation in professional activities and participation in the planning and governance of

the Employer. The balance of functions may vary over time according to level, position and Employer requirements.

- 34.3. For General staff the classification standards are taken from the benchmark standards in the Job Evaluation Guide used by the Employer to assess the level of each role profile. Each position is assessed for job size against three dimensions; Expertise, Judgement and Accountability. All General staff positions are remunerated to a level based on the Job Evaluation process and the tables attached at Appendix 1 to the Agreement.

35. Probation period

35.1. General

- (a) Continuing and Fixed term Employees' employment may be subject to a probation period in accordance with this Clause.
- (b) The purpose of probation is to establish whether an appropriate match has been made between the Employee, the position and the work environment, and whether the Employee is able to perform the required duties of the position satisfactorily.
- (c) Any subsequent Fixed term contract with the Employer shall not contain a probationary period unless the second or subsequent fixed term contract is for a position where the duties are substantially different.

35.2. Academic staff

- (a) Any Employee appointed to an Academic position at the Employer for more than six months duration will be required to complete a probationary period.
- (b) **Period of Probation**
 - (1) In determining the length of the probationary period, the Employer will take into account the Employee's qualifications and experience and the duration of the appointment.
 - (2) For Fixed term appointments, the probationary period will not be more than half of the duration of the appointment.
 - (3) For continuing appointments, the probationary period shall be up to twenty-four (24) months. However, in those cases where it is necessary for the Employee to demonstrate research and/or publication activity the probationary period may be up to thirty-six (36) months.
- (c) **Notification and assessment**
 - (1) The Employee will be advised of the length of the probationary period and the name and position of their supervisor prior to commencement of employment through the letter of offer or contract of employment.
 - (2) At or as soon as possible after commencement of employment, the new Employee shall be inducted, at which time, probation requirements shall be explained.
 - (3) 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:
 - A. review progress;
 - B. provide constructive feedback on the Employee's performance;
 - C. discuss problems and concerns;

- D. provide assistance and advice;
 - E. identify and address any professional development needs;
 - F. clarify the requirements of the position; and
 - G. make a recommendation/decision to confirm or not to confirm employment, after a final review.
- (4) If the supervisor is not a Head of Directorate or other appropriate manager, the supervisor shall make a recommendation to the relevant manager. If the supervisor is a Head of Directorate or other appropriate manager, they shall decide on the action to be taken as a result of the final probation review.
- (5) Before the end of the Employee's probationary period and as a result of the final probation review, the supervisor may recommend/decide that:
- A. the appointment be confirmed in accordance with the contract of employment; or
 - B. the option to negotiate an extension of the current Probation period for up to 6 months to allow the employee further opportunity to demonstrate improvement to the expected level; or
 - C. the appointment be terminated.

(d) Termination of Employment

If the result of the final probation review is to terminate the Employee's employment, three months' notice will be given, or by mutual agreement, payment in lieu thereof.

(e) Appeals against Decision to Terminate Employment

Where the probation review process leads to a decision to terminate employment, the Employee may elect to appeal the decision, in which case the following process will apply:

- (1) Within ten working days of receiving written notice of the decision to terminate employment, a written appeal must be lodged with the Director.
- (2) An Appeal Committee shall be established to hear the appeal. The Appeal Committee comprises:
 - A. A senior academic nominated by the Director
 - B. A nominee of the NTEU/AEU and
 - C. A Chairperson mutually agreed between NTEU/AEU and the Director.

Wherever practicable, the members of the Appeal Committee will be academics holding continuing appointments and from a cognate discipline.

- (3) The probationary Employee and the supervisor who made the decision subject to the appeal may each elect to be assisted or represented by an agent, other than a practising solicitor or barrister, in the proceedings of the Appeal Committee.
- (4) The Appeal Committee shall conduct proceedings as expeditiously as possible and in accordance with the principles of fairness and natural justice. Proceedings shall be conducted privately. The Appeal Committee shall take such material into account as it considers necessary and appropriate. Any person may be interviewed, provided that the probationary Employee and the supervisor and their representatives have the right to make submissions, challenge evidence, and be present during all interviews.

- (5) The Appeal Committee shall prepare a written report to the Director and shall make a recommendation to:
 - A. Dismiss the appeal or
 - B. Uphold the appeal such that the employment of the probationary Employee is confirmed in accordance with the employment contract.
- (6) The Director may seek advice and/or clarification on any recommendation from the Chair of the Appeal Committee.
- (7) The Director may approve or not approve the recommendation of the Appeal Committee. Should the Director decide not to approve the recommendation, they 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.
- (8) The Director's decision shall be final.

35.3. **General Staff Probation**

- (a) Any person appointed to a General staff position at the Employer for more than six months duration will be required to complete a probationary period;
- (b) **Period of Probation**
 - (1) In determining the length of the probationary period, the Employer will take into account the Employee's qualifications and nature of the position;
 - (2) For fixed-term appointments, the probationary period will not be more than half of the duration of the appointment;
 - (3) For ongoing General staff appointments, the probationary period will be up to six months.
- (c) **Assessment**
 - (1) 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.
 - (2) Before the end of the Employee's probationary period, and as a result of the final probation review, the Employee will be informed whether:
 - A. the appointment is to be confirmed;
 - B. the option to negotiate an extension of the current Probation period for up to 6 months to allow the employee further opportunity to demonstrate improvement to the expected level; or
 - C. 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.
- (d) **Termination of Appointment**
 - (1) Where the final probation report to the Director indicates a recommendation to annul the appointment, the Director shall give an opportunity to the Employee and, if the Employee so chooses, their representative, to hold a face-to-face meeting with them 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 their employment should not be terminated. The Director shall consult with the Director of People & Culture prior to meeting with the relevant Employee.

(2) The Director's decision is final.

36. Indigenous Australians employment

- 36.1. The Employer will develop and implement strategies to increase employment of Indigenous Australian people. The Employer aims to increase the attraction and retention of Indigenous Australian people to the Employer's workforce, to provide equitable employment opportunities across the Employer, and to increase representation, participation and career development opportunities for Indigenous Australian Employees within the Employer.
- 36.2. The Employer is committed to maintaining Indigenous Australian employment of at least 30% of all Employees on a headcount basis.
- 36.3. The Employer will aim to increase Indigenous Australian employment to 70% of all Employees on a headcount basis by 31 December 2026 and will put in place reasonable measures to support progression towards the target.

37. Anti-Discrimination

Nothing in this Agreement is taken to affect any special measures implemented by the Employer which are specifically exempted under Commonwealth or Northern Territory Anti-Discrimination legislation.

38. Right to disconnect

- 38.1. The Employer is committed to promoting the health and wellbeing of Employees, including in relation to adequate rest outside working hours.
- 38.2. Subject to and in accordance with the Fair Work Act, unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (a) the Employer outside of the Employee's working hours; or
 - (b) a third party (such as stakeholders, suppliers or students outside of their working hours) if the contact or attempted contact relates to their work and is outside of the Employee's working hours.
- 38.3. This includes that Employees will not be expected to engage with the Employer's systems on weekends or outside the ordinary span of hours, unless the requirement is reasonable.
- 38.4. Whether an Employee's refusal to respond to contact on a particular occasion is unreasonable will depend on a range of factors and will be determined in accordance with the Fair Work Act.
- 38.5. The Employer must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Fair Work Act. This Clause does not prevent the Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where:
 - (a) the Employee is being paid the on call allowance under Clauses 17.11 and 17.15 and the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call; or
 - (b) the Employee is recalled to work under Clauses 17.12, 17.13 and 17.14.
- 38.6. Resolution of disputes about whether an Employee's refusal is unreasonable and about the operation of an Employee's right to disconnect will be in accordance with Clause 11 of this Agreement.

39. Working from home

- 39.1. 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 their manager,

work from home, work flexibly or otherwise undertake their duties in places other than their formal workplace.

39.2. An Employee taking the benefit of the arrangement under this Clause must:

- (a) ensure their external work location meets ergonomic standards;
- (b) meet any costs associated with working from home including providing appropriate equipment and internet access (to the extent not already provided by the Employer);
- (c) will normally be available to attend campus at the request of their manager at any time with reasonable notice, even if formal approval has been provided to work from home, flexibly or another location under this Clause; and
- (d) be available to be contacted by phone, email or online during their ordinary hours of work, including availability to attend meetings online.

PART 4. ACADEMIC WORKLOADS

40. Structure of Academic Teaching Year

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

41. Workloads Establishment and Regulation

- 41.1. 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.
- 41.2. In determining the allocation of workloads, the Employer will have regard to the following modes of course delivery: online, face-to-face and mixed, the number and level of the course the academic teaches, whether teaching and administration takes place across schools and internationally, research, professional development, internal and external professional work, field work supervision and travel.
- 41.3. In determining what are reasonable hours the Employer 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.
- 41.4. Any Academic staff on approved leave within the Academic Calendar will be replaced at the nominal academic classification.
- 41.5. 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 Employee will be required to work on public holidays and/or weekends without agreement. No Academic Employee will be required to teach overseas without agreement.
- 41.6. 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.
- 41.7. 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.
- 41.8. The Course Coordinator role encompasses course planning, course design and development, course delivery, selection of educational resources, assessment, students' learning outcomes and course evaluation.
- 41.9. When either Unit Number or EFTSL/AHC, as indicated in the following table are reached, a workloads review will be triggered under clause 42.

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

42. Workloads Board of Review

- 42.1. Where, after the consultation referred to under sub-clause 41.2 an Employee objects to the workload assigned by the Head of Division or other work unit (or their nominee) the matter will be referred to a Workloads Board of Review for consideration.
- 42.2. An Employee may only be allocated a teaching workload in excess of the amounts indicated in this table after review by a designated Workloads Board of Review consisting of:
- (a) an independent chair, selected by the Director, in consultation with the relevant Union;
 - (b) a nominee of the Director; and
 - (c) a nominee of the relevant Union.
- 42.3. This group will acknowledge that the Academic staff Employee has been asked to carry out work over and beyond expected levels and through direct negotiation with the Academic staff Employee determine strategies to assist and support the Academic staff Employee. These strategies may include but are not limited to: a reduction in other duties or commitments or additional administrative assistance. If the Board is unable to determine acceptable supportive strategies the excess workload allocation will be reduced.
- 42.4. The Workloads Board of Review will operate according to the principles of natural justice and apply the principles of Clause 41. All decisions of the Board will be made by simple majority. The Workloads Board of Review will communicate its recommendation to the Director, the Academic staff Employee's supervisor and the Academic staff Employee concerned.

PART 5. PERFORMANCE AND PROFESSIONAL DEVELOPMENT

43. Productivity, Planning & Reporting

- 43.1. 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.
- 43.2. 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 Employer's vision and goals.
- 43.3. The following are agreed as key factors in the increased performance of the Employer:
- (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.
- 43.4. Student Satisfaction surveys
- Student satisfaction surveys provide useful summative information that may be used to improve a unit or an individual's teaching, but the results must be interpreted within the context of the organisational unit concerned, including resourcing for teaching, infrastructure support and any other matters beyond the control of the Academic Employee. Student satisfaction surveys will not be the sole determinant of whether an Employee receives a promotion or otherwise is subject to performance review.
- 43.5. The Performance Development Cycle (PDC) is monitored by Heads of Divisions to ensure that all managers and Employees are participating in the process and comply with the policies and procedures for PDC.

44. Purpose and Application

- 44.1. The intended purpose of this Clause is to provide a comprehensive framework for the development of staff productivity and support positive performance as a pathway of personal and professional growth and achievement.
- 44.2. The Employer policy and procedures are set up to assist in providing a plain language explanation of the requirements for performance and professional development of Employees. The policy and procedures enable the establishment of activity schedules, productivity targets and performance agreements to better run the Employer through a

mutually sustainable approach. All aspects of performance and professional development are subject to review, modification and feedback.

- 44.3. In determining schedules, targets and agreements the parties must first ensure these align to the Employee's Statement of Duties as well as any relevant Batchelor Institute position classification standards.
- 44.4. All Employees will participate in the performance development and management processes as a normal part of their professional responsibilities.
- 44.5. An Employee can seek assistance from a Union representative or support person to support the performance development process. This Union representative or support person may attend meetings between the Employee and the supervisor.

45. The Performance Development Cycle (PDC)

- 45.1. This is an essential process undertaken annually by management and Employees to ensure collective responsibility for the success of the Employer, its targets and goals. The PDC is made up of three parts; appraisal, feedback and development:
 - (a) The appraisal forms the cornerstone to the PDC. It provides understanding of how an Employee has performed against the activity plan and the position description over the cycle.
 - (b) The feedback is part of the appraisal and intends to capture the ideas, observations and experience from an individual Employee on how the organisation is progressing, its processes and support.
 - (c) The activity plan is intended to identify key result areas for work units and describes key performance indicators or activity plans for individual Employees to use during the agreed timeframe of the cycle.
- 45.2. At the conclusion of a cycle the activity plan becomes the basis for the next development cycle and feedback. Refer to the Performance Development Review System (PDRS) for specific details on the cycle.

46. Period of Performance Development Cycle

- 46.1. The performance development cycle will run for a period up to 12-months. The performance development 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 twice 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 personnel 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.
- 46.2. The supervisor will commence the process by meeting with the Employee to:

- (a) 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;
 - (d) set dates for interim reviews of performance against the established performance targets and for a final review meeting.
- 46.3. Additional meetings may be required at the discretion of the supervisor, and considered appropriate, identify persons who will be asked to provide feedback to the Employee and supervisor for incorporation in interim and end-of-cycle feedback and appraisal discussions.
- 46.4. For commencing Employees, this initial meeting will take place not later than two months after commencement.
- 46.5. 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;
 - (b) 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 Employer, the supervisor, the manager and the colleague will assist the Employee to achieve their objectives.
- 46.6. The Employee and supervisor will meet at least twice during the cycle to enable the Employee to receive interim performance feedback. The supervisor will maintain a record of the discussions and agreements. This record will be confidential to those within the Employer 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.
- 46.7. **Confirmation and Implementation of Performance Agreement**
- (a) The supervisor will refer the completed Performance Agreement to the manager for confirmation. The manager will consider the proposed Agreement against the objectives and requirements of the Employer and the work unit, and either confirm or request that the Agreement be re-considered.
 - (b) Once the Agreement is finalised and signed, the Employee has responsibility for ensuring implementation, with assistance as agreed from the supervisor, and manager.
 - (c) The Employee, the supervisor and the 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.
 - (d) At the end of the cycle, the parties will meet to review the Employee's achievements against their agreed performance and development objectives.

47. Access to Redress

- 47.1. If the Employee and the supervisor disagree on the proposed content of the Activity / Performance Agreement, or on appraisal of performance, and the disagreement cannot be resolved with the assistance of the colleague, the disagreement is to be referred to the manager for consideration, mediation and if necessary, decision.
- 47.2. 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 Employer's Grievance Resolution Procedures and subsequent appeal processes.

48. Corrective Action

- 48.1. 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 within agreed timeframes;
 - (c) provide such assistance as is agreed to assist the Employee to meet the required standards; and
 - (d) advise the manager of action taken under this provision.
- 48.2. 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 manager must give consideration to appropriate corrective action.
- 48.3. 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.
- 48.4. 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.
- 48.5. The manager may, if it is considered necessary, suspend the performance management process at any point in the cycle and initiate action under the Employer's disciplinary or inability procedures.

49. Staff Development & Training

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

to make arrangements to meet the responsibilities of staff members undertaking activities under this Clause from within existing resources.

- 49.4. An Employee who is appointed to a position with supervisory responsibilities will be required to undertake appropriate training to build capability to appropriately support and manage Employees unless agreed otherwise on the basis that the Employee demonstrates evidence of recent equivalent training/experience.

50. Broad banding

50.1. General

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

50.2. Progression

- (a) An Employee will be able to progress to Physical level 3 designation with the successful completion of Certificate 2 in their relevant field.
- (b) An Employee will be able to progress to Physical level 4 designation with the successful completion of Certificate 3 in their relevant field.

address an inability to perform duties as follows:

51. Unsatisfactory Performance

Subject to the provisions of Clauses 46 to 48 above first being undertaken to address performance as part of the normal performance development cycle, the following definitions and processes are to be used to provide natural justice and opportunity to address an inability to perform duties as follows:

52. Inability to Perform Duties

Where the Employer alleges that an Employee is not:

- (a) fit to discharge, suited to perform or capable of efficiently performing, the duties they are 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 Head of Division and Director of People & Culture shall, by notice in writing, advise the Employee of the allegations and the grounds on which the allegations have been made, and invite the Employee, within 14 days, to indicate in writing whether the Employee agrees with the assessment or to explain in writing any matter referred to in the notice.

53. Investigation of Grounds

- 53.1. As soon as practicable after the expiration of the 14 days referred to in Clause 52, the Head of Division or Group (Academic or Operational) and Director of People & Culture, if not satisfied with the Employee's explanation, if any, shall appoint a person(s) as investigating officer(s) to carry out an investigation. The Head of Division/Director of People & Culture shall then, in writing, advise the Employee of the investigation.

- 53.2. In the course of an investigation referred to in this sub-clause 53, 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.
- 53.3. Where an Employee refuses to comply with a direction under sub-clause 53.2, the investigating officer shall notify the Head of Division or Group (Academic or Operational) and Director of People & Culture of the refusal and the Head of Division/Director of People & Culture, on receiving the notification, shall take such action as they think fit.
- 53.4. On completion of an investigation, the investigating officer(s) must advise the Director in writing of their findings and the reasons for those findings. A copy of this summary report shall be provided to the Employee at the same time.
- 53.5. Within 14 days after receiving that advice, the Director in consultation with the Head of Division or Group (Academic or Operational) and Director of People & Culture must advise the Employee of those findings and reasons.

54. Action following an Investigation

- 54.1. If the Director finds there is a case to answer they will provide the Employee with a written explanation as to the evidence and their proposed decision. The Employee will have 14 days to provide a written response.
- 54.2. If an Employee on whom a notice under Clause 54.1 is served, indicates that they agree with the Head of Division or Group (Academic or Operational) and Director of People & Culture's assessment or, as a consequence of an investigation referred to in sub-clause 53, the Director finds there is a case to answer, the Director may, subject to sub-clauses 53.2 and 53.3:
- (a) transfer the Employee to perform other duties in the organisation for a period no longer than 6 months; or
 - (b) suspend an Employee on full pay until the Employee provides a satisfactory explanation in accordance with the invitation under sub-clause 54.1; or until the investigation has been completed in a timely manner.
- 54.3. The Director shall not take action under sub-clause 54.2 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.

55. Suspension or Transfer Pending Explanation or Investigation

- 55.1. Where the Head of Division/ or Group (Academic or Operational) and Director of People & Culture has reasonable grounds to commence a process under Clause 52 (whether that action is yet to be taken or has already been taken); and is of the opinion that it is appropriate to suspend or transfer the Employee, the Head of Division/ Director of People & Culture may seek approval from the Director to suspend the Employee for one or more periods with remuneration; or transfer the Employee to perform other duties with the Employer.
- 55.2. 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 sub-clause 54.1; or
 - (b) as a consequence of the investigation under Clause 53 the Director no longer holds the opinion referred to in Clause 54; or
 - (c) having regard to the Employee's agreement with the Director's assessment under sub-clause 54.2 or the results of the investigation under Clause 53, the Director decides not to take action under Clause 54; or

(d) action is taken under Clause 54 in respect of the Employee.

- 55.3. Where an Employee appeals against the intention of the Director to take action under Clause 54 and the appeal is allowed, a suspension imposed on the Employee under this Clause terminates on the date on which the appeal is allowed.
- 55.4. The suspension of an Employee under this Clause, unless terminated sooner, terminates on action being taken by the Director under Clause 54.

PART 6. DISCIPLINE

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

56. Breaches of Discipline

56.1. An Employee is regarded as having committed a breach of discipline when they:

- (a) contravene or fail to comply with the Act or with the Employer's Code of Conduct; and/or
- (b) are 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) disregard or disobey a reasonable lawful order or direction given by a person having authority to give such an order or direction; and/or
- (d) use 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) are negligent or careless in the discharge of any of the Employee's duties or fail to perform the duties assigned to them; and/or
- (f) harass or coerce another Employee; and/or
- (g) without good cause, are absent from duty without leave; and/or
- (h) except as authorised by the Director, engage in any remunerative employment, occupation or business outside the Employer; and/or
- (i) in relation to an application of the Employee for appointment, promotion or transfer to perform duties in the Employer or at any stage in the selection process, provide 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) provide information in the course of their employment that they know or ought reasonably to know is false or misleading; and/or
- (k) fail to remedy previous unsatisfactory conduct or fail to comply with a formal caution; and/or
- (l) in the course of employment or in circumstances having a relevant connection to their employment, conducts themselves in an improper manner; and/or
- (m) make vexatious claims or statements against other Employees; and/or
- (n) otherwise disregard or acts in a manner inconsistent with the Act or the Code of Conduct.

57. Procedures in Respect of Breaches of Discipline

57.1. Where the Head of Division or Group (Academic or Operational) and Director of People & Culture suspects, on reasonable grounds, that an Employee has committed a breach of discipline and the Employee has not been dismissed under Clause 59, the Head of Division or Group (Academic or Operational) and Director of People & Culture will:

- (a) by notice in writing, advise the Employee of the grounds on which the Employee is suspected of having committed a breach of discipline and request the Employee to furnish to the Head of Division or Group (Academic or Operational) and Director of

People & Culture, 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;

(b) consider the Employee's response and:

- (1) if the Employee admits in writing to having committed the breach; or the Head of Division or Group (Academic or Operational) and Director of People & Culture is satisfied with the Employee's explanation; or the Head of Division or Group (Academic or Operational) and Director of People & Culture is satisfied that an investigation is not warranted, need not arrange for an investigation to be carried out; or
- (2) may 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.

57.2. Nothing in this section prevents the making of preliminary inquiries before an investigation is arranged under sub-clause 57.1, but any such inquiries shall cease once the investigation is arranged.

57.3. Arrangements during investigation

- (a) In the course of an investigation referred to in sub-clause 57.1, 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.
- (b) Employees under investigation and/or complainants directly involved in the process shall be initially advised within the first two weeks of the status and monthly thereafter or as otherwise mutually agreed.
- (c) Where the Head of Group (DCEO Academic or DCEO Operational) or Head of Division or Director of People & Culture:
 - (1) has formed a suspicion about an Employee that would justify action under Clause 57.7 whether action under sub-clauses 57.1 is yet to be taken or has already been taken; and
 - (2) is of the opinion that the suspected breach of discipline is of such a serious nature that the Employee should not continue in the performance of the Employee's duties,

the Head of Division or Group (DCEO Academic or DCEO Operational) and Director of People & Culture may suspend the Employee for one or more periods (together not exceeding 12 months), with remuneration, or transfer the Employee to perform other duties for the Employer.

- (d) The Director may vary the suspension of an Employee to be no longer than necessarily required and with remuneration.
- (e) A suspension (unless it expires sooner) remains in effect until it is lifted under Clause 58.
- (f) Notwithstanding the merit principle, during the period of investigation, the Head of Division or Group (Academic or Operational) and Director of People & Culture may transfer the Employee to perform other duties in the Employer, 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. A transfer remains in effect until, having regard to the Employee's explanation or the results of the investigation, the Head of Division or Group (Academic or Operational) and Director of People & Culture is of the opinion that the Employee has not committed a breach of discipline; or action is taken under sub-clause 57.7 in relation to the Employee.

57.4. Action following investigation

- (a) As soon as practicable after completing an investigation referred to in sub-clause 57.1(b)(2), the investigating officer shall, in writing, advise the Head of Group (Academic or Operational) or Head of Division and Director of People & Culture of the findings and indicate whether, in their opinion, the Employee has committed a breach of discipline and the reasons for the opinion.
- (b) Not later than 14 days after receiving the advice and reasons under sub-clause 57.4(a), the Head of Division or Group (Academic or Operational) and Director of People & Culture shall provide the findings of the investigation to the Director.

57.5. If, after considering a written explanation referred to in sub-clause 57.1(b)(1) (where the Employee has admitted to having committed a breach of discipline) or the report of the investigating officer referred to in sub-clause 57.4(a), the Head of Division or Group (Academic or Operational) is of the opinion, on the same or different grounds, that the Employee has committed a breach of discipline, the Head of Division or Group (Academic or Operational) and Director of People & Culture will write to the Director with the findings and recommendation/s as to a course of action.

57.6. After reviewing the findings and recommendation the Director may seek further information and/or indicate to the Employee the recommendation provided to the Director and seek any mitigation or further evidence before deciding on a course of action.

57.7. When the Director has reviewed all the matters and recommendations including any additional information provided by the Employee, the options available to the Director are:

- (a) take no further action in the matter and restore any remuneration lost as a consequence of the disciplinary process;
- (b) cause the Employee to be formally cautioned in writing;
- (c) suspend the Employee, with remuneration for such period as the Director thinks fit, which period may include any period during which the Employee was already suspended with remuneration under sub-clause 57.3(c) and 57.3(d);
- (d) withholding of an increment;
- (e) demotion by one or more increment(s);
- (f) terminate the employment of the Employee in the Employer; or
- (g) if the Director considers the Employee has not committed a breach of discipline, notify the Employee accordingly.

58. Lifting of Suspensions

58.1. Where, in relation to an Employee who is suspended under this Part, the Director takes action under sub-clause 57.7. or is of the opinion that the Employee has not committed a breach of discipline, the suspension shall be lifted.

58.2. The Director may lift a suspension imposed under this Part on an Employee.

58.3. A period of suspension under sub-clause 57, other than a period that is terminated by or under this Clause, shall not be taken into account as Continuous service in calculating the person's service-related entitlements as an Employee, subject to the Fair Work Act.

59. Notice in Relation to Termination

59.1. Where the Employer terminates the employment of an Employee, notice will be given in accordance with the minimum notice period in the National Employment Standards as follows:

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

- 59.2. In addition to this notice, an Employee over the age of 45 years at the time of the giving of notice and with at least two years' Continuous service is entitled to an additional one week's notice.

60. Abandonment of Employment

- 60.1. Where an Employee has been absent from duty without authority for a period of five working days or more and has made no contact with their supervisor the Employee 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.
- 60.2. In these circumstances the relevant supervisor must notify People & Culture as soon as possible after becoming aware of an Employee being absent from work without approval.
- 60.3. The People & Culture department will endeavour to locate the Employee 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.
- 60.4. If the People & Culture department cannot contact the Employee within three working days, or if the Employee does not respond within three working days of written notice delivered by registered post, or by telephone or by email the Employee's employment will be terminated by the Employer with or without notice depending on the circumstances.
- 60.5. Where termination occurs the People & Culture department will calculate the entitlements owing to the Employee effective from the termination date. Any deduction will only be made under written authority of the Employee. This includes any debt to the Employer accrued by the Employee. In the event there is insufficient entitlements available to cover the debt accrued to the Employer, recovery action of the outstanding amounts may be instigated by the Employer.
- 60.6. Where the former Employee contacts the Employer 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.
- 60.7. The notice period set out in clause 59 also applies to this clause 60.

PART 7. MEDICAL INCAPACITY AND ILL HEALTH RETIREMENT

61. Medical Incapacity

- 61.1. The provisions of this clause do not apply to Casual Employees.
- 61.2. The provisions under this clause shall not affect rights and obligations under any workers' compensation or occupational health and safety legislation.
- 61.3. Where the Employer has concerns as to the fitness of an Employee to fulfil their position on an ongoing basis, the Employer may require the Employee, whose capacity to fulfil the inherent requirements of their role is in question, to undergo an Independent Medical Examination (**IME**) by a Medical Practitioner nominated and paid for by the Employer. The Employee may be directed to undergo the medical examination with not less than 20 working days' written notice, unless otherwise agreed.
- 61.4. The Employer will advise the Employee of the time, place, and purpose of the IME.
- 61.5. When providing a medical report, the Medical Practitioner will have regard for the requirements of the role and the capacity of the Employee to be able to perform the full duties and responsibilities of the position or be able to resume these within a reasonable period of time.
- 61.6. Where the Employee elects to apply to their superannuation fund or insurer, for a permanent or temporary disability benefit/incapacity or income protection, prior to the expiry of the period of notice, the process will be suspended. If the application is successful, the requirement for a medical examination under this clause will lapse and no further action will be taken.
- 61.7. Where the application to the superannuation fund or insurer, for a permanent or temporary disability benefit/incapacity or income protection occurs after the expiry of the period of notice the Employer will suspend the process under this clause.
- 61.8. If at any time the application for permanent or temporary disability/incapacity or income protection benefit is not successful, the Employer will resume any suspended actions.

61.9. The medical report

A copy of the Medical Practitioner's report shall be made available to the Employer and to the Employee.

61.10. Separation

- (a) If the medical report reveals that the Employee is unable to perform or resume their duties within a reasonable period, not being less than twelve (12) months, the Employer may, terminate the employment of the Employee with twelve (12) weeks' notice.
- (b) Prior to taking action to terminate the employment of an Employee the Employer may offer the Employee the opportunity to submit their resignation.
- (c) If within ten (10) working days of the report being made available, and if the Employee or their representative so requests, the Employer will not terminate the employment of the Employee until the findings of the medical report are confirmed by an agreed Medical Practitioner in Consultation with the Employer and the Employee or their representative.

61.11. Failure to undergo a medical examination

The Director may construe a failure by an Employee to undergo a medical examination in accordance with these procedures within three (3) months of a written notification to do so as prima facie evidence that such a medical examination would have found that the Employee is unable to perform their duties and is unlikely to be able to resume them within twelve (12) months, and may act accordingly; provided that such a refusal by the Employee in these circumstances will not constitute Misconduct nor lead to any greater penalty or loss of entitlements than would have resulted from an adverse medical report.

61.12. Ill health poses a threat

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

PART 8. LEAVE

62. General Provisions

- 62.1. These provisions do not apply to Casual Employees except as provided for in a specific clause.
- 62.2. Unless otherwise stated, payment for leave taken or paid out on termination shall be at the Employee's Salary.
- 62.3. These provisions shall apply on a pro-rata basis for Part-Time Employees.
- 62.4. The following shall count as Continuous 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 parental leave 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 leave accessible under either the NES or the FW Act.
- 62.5. Where a public holiday occurs during the period an Employee is absent on annual leave and such a holiday is observed by the Employer no deduction shall be made for that day from the Employee's annual leave credits.
- 62.6. Where an Employee becomes ill during a period of recreation leave, long service leave or paid parental leave, and the Employee provides a certificate from a registered medical practitioner or a statutory declaration, the Employee may take personal leave with no deduction from annual leave credits for the days in question.

63. Public Holidays

- 63.1. All Employees shall be entitled to the following public holidays on a paid basis:
- (a) all national holidays; and
 - (b) any additional days declared or prescribed as public holidays in the Northern Territory or locality.
- 63.2. An Employee may request in writing to their manager to substitute a public holiday with another day in lieu. Employees will be paid their ordinary rate of pay for working the public holiday and for their day taken in lieu.
- 63.3. The Employer may reasonably request an Employee to work on a public holiday. The Employee may only refuse a request if the refusal is reasonable.
- 63.4. A General staff Employee requested to work on a day referred to in sub-clause 63.1 shall be paid at ordinary rates plus 150% for the hours worked.
- 63.5. **Shut Down – Christmas/New Year Closure**
- (a) Where the Employer 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.
 - (b) The maximum amount of leave an Employee can be required to take shall be no more than 7 days.

- (c) In the event of leave without pay being granted such leave will not result in non-payment for public holidays.

64. Recreation Leave

64.1. Recreation Leave Entitlement

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

64.2. Allocation of Recreation Leave

- (a) The time of taking Recreation Leave shall be by mutual agreement between the Employee and management. An Employee is expected to give a minimum of seven days' notice of their intention to take leave. This does not apply to emergency situations.
- (b) If the employee and management are unable to agree upon the time of taking leave, the matter shall be referred to the Director/CEO for final resolution. All reasonable requests are to be considered.
- (c) An Employee with the approval of the Employer, may accumulate Recreation Leave up to a maximum of 40 working days, provided that:
 - (1) the Employee shall be entitled to take up to 30 working days' Recreation Leave as a single continuous period; and
 - (2) an Employee may be directed to take leave where their accumulated leave exceeds 40 days to bring the balance back to under 40 days. The leave time is to be negotiated and is subject to operational requirements; and
 - (3) Shift workers may be directed to take leave where accumulated leave exceeds 50 days to bring the balance back to under 50 days. The leave time is to be negotiated and is subject to operational requirements.

64.3. Annual Recreation Leave Loading

- (a) Employees are entitled to a recreation leave loading as follows:
 - (1) 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.
 - (2) During December each year all eligible Employees are entitled to receive recreation leave loading at 17.5 per cent of their annual leave entitlement, up to a maximum payment set by the Commissioner for Public Employment of the NT.
- (b) An Employee is not allowed to be paid a recreation leave loading unless an application is approved for use of at least five days of recreation leave.
- (c) Any accrued balances of leave loading will be paid out in the second 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:

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

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.

65. Additional Recreation Leave – 7 Day Shift Worker

- 65.1. 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 (1/2) of a day of recreational leave per Sunday worked.
 - (b) Where an Employee works nine Sundays during a calendar year, they will be entitled to five days Recreation Leave.
 - (c) Where ten or more Sundays are worked during a calendar year, seven days of recreation leave.
- 65.2. The additional leave accrued under this Clause shall also be subject to the provisions of Clause 62 provided that sub-clause (1) shall apply for the purpose of calculating payment in lieu for the final year of service.

66. Payment in Lieu

- 66.1. Where an Employee ceases employment they are entitled to payment in lieu of any remaining recreation leave credit and, in addition, payment of pro rata leave up to and including the date of cessation of employment. Payment in lieu will be calculated using the Employee's final rate of salary including allowances that would have been included during recreation leave.

67. Long Service Leave

67.1. Entitlement

- (a) An Employee shall be entitled to long service leave of three calendar months after ten years' service, or after 7 years on a pro-rata basis.
- (b) And at the rate of three tenths (3/10) of a month for every additional year of service thereafter.
- (c) The Delegated Officer may, upon application and subject to the Employer's requirements, grant an Employee long service leave on either full pay or half pay based on the position's ordinary hours of work.
- (d) Long service leave shall be granted in periods of leave of at least 6 days, and must be taken in multiples of three days.
- (e) 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.

67.2. Credit for Illness whilst on Long Service Leave

- (a) Where an Employee with accrued personal 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 personal 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:
 - (1) Not covered by medical evidence;

- (2) Any other forms of leave specified in this agreement as not counting as service, but do not break continuity of service.

67.3. 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 Employer, no deduction shall be made for that day from the Employee's long service leave credits.

67.4. Recognition of Prior Service for Long Service Leave

For Employees commencing employment with the Employer on or after the date of lodgement of this Agreement, the Employer 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 the Employer is less than two months. Entitlements due from service at a recognised employer will be the responsibility of that employer. Recognition of prior service should be applied for before joining the Employer. 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 Employer.

67.5. Entitlement to Long Service Leave upon Termination of Employment

An Employee, or where applicable their legal representative, shall be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of service where:

- (a) the Employee's employment with the Employer terminates after seven years or more Continuous service, including recognised service with another Australian Tertiary Education/Government organisation; or
- (b) an Employee with less than seven years' Continuous service ceases to be an Employee by reason of their:
 - (1) retrenchment; or
 - (2) retirement; or
 - (3) resignation or termination (other than for serious misconduct),
 (on a pro rata basis).

68. Personal Leave

68.1. Entitlement/s

- (a) For continuing appointments, an Employee shall receive a credit of three weeks of paid personal (sick/carer's) leave at commencement and thereafter a credit of three weeks leave upon each year of completed service. Such leave is cumulative.
- (b) For Fixed term appointments, Employees shall receive a credit of one week of paid personal 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.
- (c) The period from credit of personal leave entitlements to the next credit of personal leave entitlement following 12 further months of completed service shall for the purposes of this Agreement be known as the "personal leave year".
- (d) Personal 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.
- (e) Where an Employee has exhausted all available paid personal leave and is unable to attend work due to illness or injury, or is required to care for or support a family or household member, the Employee may apply for:

- (1) leave without pay; or
- (2) access to recreation leave, provided that leave will be deducted from recreation leave credits but that for all other purposes such leave will be deemed to be personal leave or leave without pay.
- (f) An Employee may request personal leave at half pay where a period of at least one full day is taken.
- (g) The provisions of this clause relating to paid personal leave do not apply to Casual Employees.
- (h) 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 carer's leave for each occasion meeting these conditions.
- (i) The provisions under this clause shall not affect rights and obligations under any workers' compensation or occupational health and safety legislation.

68.2. Notice requirements

- (a) An Employee must give notice to the Employer of the Employee's intention to take personal leave. Such notice must:
 - (1) be given to the Employer as soon as practicable and, where possible before the Employee's expected commencement time on the day of personal leave; and
 - (2) advise the Employer of the period, or expected period, of leave.
- (b) The Employer will protect the privacy and maintain confidentiality of information given by an Employee.

68.3. Evidence requirements

- (a) An Employee is entitled to take personal leave without production of suitable evidence provided that they do not take:
 - (1) more than five working days or equivalent number of hours of duty of personal leave without medical evidence in any personal leave year; or
 - (2) more than three consecutive working days of personal leave at any one time.
- (b) Employees who have exhausted their entitlement under sub-clause 68.3(a), are required to provide suitable evidence of their illness or of the need for them to care for or support a family or household member.
- (c) Where suitable evidence is required to claim paid personal leave, the Employee will normally lodge evidence with their supervisor within five (5) working days, or as soon practicable of the Employee commencing the period of leave.
- (d) Suitable 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.
- (e) Suitable evidence is:
 - (1) a medical certificate from a registered Health practitioner; or
 - (2) other such documentation that would satisfy a reasonable person of an Employee's absence from work, such as a statutory declaration.

69. Parental Leave

69.1. Paid Parental Leave and Adoption Leave

- (a) A continuing or Fixed term Employee who, prior to commencing leave, has at least 12 months of completed continuous service, and who is the primary carer of the child, is entitled to twenty (20) calendar weeks of paid parental leave in accordance with this section. This can be taken at either a Full-time or Part-time rate.
- (b) A continuing or Fixed term Employee who, prior to commencing leave, has at least 12 months of completed Continuous service, and who is the primary carer of the child, is entitled to adoption or foster leave of 3 weeks on full pay or six weeks on half pay if the child is under five years of age and three weeks on half pay if the child is five years of age or older.
- (c) 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.
- (d) There is no restriction on the number of times an Employee may take paid parental leave, but an Employee may not take a second or subsequent period of paid parental leave until the Employee has served twelve months of Continuous service from re-commencement of duty following a previous period of parental leave.
- (e) An Employee who is entitled to paid parental leave may elect to take parental leave at half pay over 40 weeks.
- (f) A pregnant Employee may commence parental leave up to six weeks prior to the estimated date of delivery, or may continue to work during the 6 week period before the expected date of birth of the child provided that she gives to the Employer a medical certificate which certifies that she is able to continue working and which stipulates any adjustments required.
- (g) 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.
- (h) An Employee who elects to return to work prior to exhausting their paid parental leave entitlement forfeits the unused portion of the leave.
- (i) Where, for an Employee who is eligible for parental leave but has not yet commenced parental leave:
 - (1) an Employee's child is born prematurely, or
 - (2) an Employee's pregnancy is terminated not more than 20 weeks before the estimated due date, or
 - (3) an Employee's child is stillborn not more than 20 weeks before the estimated due date,

paid parental leave will be deemed to have commenced at that date and shall continue for 20 weeks, unless the Employee requests to return to work and provides a medical certificate of their fitness to return to work prior to that date.
- (j) Where an Employee's pregnancy terminates more than 20 weeks prior to the estimated due date, the Employee will not receive paid parental leave but may apply for leave other than parental leave.
- (k) Where an Employee's child dies during the period of parental leave, parental leave will continue for one calendar month after the death. An Employee may apply for other leave, paid or unpaid, after this month and such leave will count as Continuous service.

69.2. Paid Partner Leave

- (a) A continuing or Fixed term Employee who, prior to commencing leave, has at least 12 months of completed continuous service, and who is not the primary care giver of the child, is entitled to 20 days of paid partner leave in accordance with this section:
- (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) Paid partner leave may commence at any time from one week prior to the estimated due date to 52 weeks after the actual date of birth.
- (d) Paid partner leave may be taken in one continuous block or in two separate blocks during the period permitted by this section.
- (e) Where an Employee's child dies during the period of partner leave, partner leave will continue for one calendar month after the death. An Employee may apply for other leave, paid or unpaid, after this month and such leave will count as Continuous service.

69.3. Paid Foster Leave

- (a) A continuing or Fixed term Employee who, prior to commencing leave, has at least 12 months of completed continuous service, is entitled to adoption or foster leave for six weeks on half pay if the child is under five years of age and three weeks on half pay if the child is five years of age or older.
- (b) An Employee taking leave under this Clause is required to provide evidence of the 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.

69.4. 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 partner or de facto partner or the adoption or fostering of a child.
- (b) An Employee who is entitled to paid parental, partner, adoption or fostering leave may take a period of unpaid leave following paid leave in accordance with this section.
- (c) An Employee may take flexible unpaid parental leave in accordance with the Fair Work Act.
- (d) 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.
- (e) An Employee requesting unpaid parental leave must give notice to the Employer of their intention to take unpaid parental leave at least 10 weeks before commencing leave, or if that is not possible, as soon as practicable. Such notice must include the intended start and end dates of the leave.
- (f) Except as provided for in this section, unpaid parental leave shall be taken in a single unbroken period.
- (g) During unpaid parental leave, 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.

- (h) An Employee who gives birth to a child may apply for parental leave from any time from six weeks prior to the estimated due date until their child turns six.
- (i) An Employee whose partner or de facto partner gives birth to a child may apply for parental leave from any time from the date of birth until their child turns six.
- (j) 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.
- (k) Where both parents are Employees of the Employer and one of the Employees takes a period of paid parental leave, the other Employee may take a period of unpaid parental leave during the first Employee's period of leave, if the concurrent leave complies with the following requirements:
 - (1) the concurrent leave must not be longer than 8 weeks in total;
 - (2) the concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than 2 weeks.
- (l) If an Employee's partner is on paid parental leave, that Employee shall be eligible for parental leave subject to the approval of the Director.
- (m) 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 leave credits will be frozen until the Employee resumes duty. Once unpaid parental leave has commenced it cannot be interspersed with periods of paid leave other than as provided in the Fair Work Act.
- (n) Whichever is the longer of the first 26 weeks of unpaid parental leave, or the period of paid parental or partner leave, shall count for service for determining recreation leave and recreation leave airfares. For all other purposes the entire period of parental or partner leave, less periods of paid employment, shall count as Continuous service. Any period of external employment undertaken during parental leave or partner leave shall not count as leave for service.
- (o) An Employee who takes unpaid parental leave for the available parental leave period may request a further period of unpaid parental leave of up to 12 months to follow immediately from the initial unpaid parental leave period, and such request shall only be refused on reasonable business grounds.
- (p) A request for an extension of unpaid parental leave must be made in writing by the Employee to the Employer at least four weeks before the end of the initial 12 month period of unpaid parental leave. The Employer must respond in writing to this request within 21 days.
- (q) Such request shall only be refused where the:
 - (1) Employer has discussed the request with the Employee;
 - (2) Employee and Employer have genuinely tried, but failed, to reach agreement;
 - (3) Employer has had regard to the consequences of the refusal for the Employee; and
 - (4) refusal is based on reasonable business grounds.

69.5. **Other entitlements**

- (a) An Employee is entitled to special unpaid parental leave in accordance with Section 80 of the Fair Work Act.

- (b) A pregnant Employee is entitled to transfer to a safe job upon request, in accordance with Section 81 of the Fair Work Act.
- (c) An Employee is entitled to unpaid pre-adoption leave in accordance with Section 85 of the Fair Work Act.

69.6. **Breastfeeding facilities**

- (a) An Employee who is breastfeeding shall have access to a secure and sanitary space for the purposes of breastfeeding their child.

70. Compassionate Leave

70.1. Six days of compassionate leave shall be granted on each occasion of which:

- (a) a member of the Employee's immediate family or household:
 - (1) dies;
 - (2) contracts or develops a personal illness that poses a serious threat to their life;
 - (3) sustains a personal injury that poses a serious threat to their life;
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

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

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

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

70.5. A Casual employee is entitled to two days unpaid compassionate leave per occasion.

71. Emergency Leave

71.1. An Employee may be entitled up to five days' paid emergency leave annually to respond to emergency situations of 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.

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

72. Indigenous Australians Cultural leave

72.1. Cultural leave recognises that as sovereign Peoples, Indigenous Australian people have a commitment to ongoing cultural and ceremonial responsibilities that are based in their systems of law. Indigenous Australian laws are in the Land and the Water and subsequently they maintain that their sovereign rights as Peoples remain intact.

72.2. Indigenous Australian Employees are entitled to up to 15 paid working days' Cultural leave per calendar year.

- 72.3. This leave does not accumulate from year to year and at the end of each calendar year any unused portion shall be extinguished.

73. NAIDOC Leave

- 73.1. The Employer recognises the importance of NAIDOC week and Employee's participation in NAIDOC celebrations.
- 73.2. All Employees are entitled to one day of paid leave per year (which shall not accumulate from year to year) in recognition of the importance of NAIDOC.
- 73.3. This leave shall be granted at any time during NAIDOC week.

74. Defence Force Leave

- 74.1. Subject to this Clause, the Delegated Officer may grant an Employee not more than four weeks' paid leave each year to engage in or undertake training in the Australian Defence Forces.
- 74.2. The Delegated Officer shall not grant leave under this Clause unless the Employee produces to the satisfaction of the Delegated Officer, advice of the requirement for their attendance and the dates of the attendance.
- 74.3. The whole of the period of leave under this Clause shall count as service for all purposes.

74.4. 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.

74.5. 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.
- 74.6. 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 Employer and the Employee shall submit any claim to the Australian Department of Defence.

75. Industrial Relations and Related Leave

- 75.1. The Director People & Culture may grant leave to an Employee required to attend an industrial court hearing, FWC hearings, mediations, or arbitration proceeding as a member of a claimant organisation on the following conditions:
- (a) leave may not be granted to more than two Employees who are representatives of an organisation at the one time in respect of any one such proceeding;
 - (b) leave to conduct a case shall be with full pay;

- (c) leave for preparation of a case may be without pay and shall not exceed three months in any 12 months;
- (d) leave with pay granted under (75.1(a)) and (75.1(b)) shall count as service for all purposes; and
- (e) unpaid leave granted under (75.1(c)) shall not count as Continuous service but does not break continuity of service for long service leave purposes.

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

The Director People and Culture 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 Employer 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. The Leave will be discounted against the leave provided for in Clause 116.5 (Delegate's Rights).

77. Release to Participate in Sporting Events

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

78. Release for Jury Service

- 78.1. The Delegated Officer may release an Employee, who produces proof of being summoned as a juror, without deductions from pay or leave credits.
- 78.2. 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.
- 78.3. The Director shall determine the extent of a fee in respect of attendance as a juror that the Employee may retain.

79. Release to Attend as a Witness

- 79.1. 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.
- 79.2. Where an Employee is subpoenaed to give evidence in relation to their duties or former duties in the Employer 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.
- 79.3. 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.
- 79.4. 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.

80. Removal of Household Goods Leave

Where an Employee is required by the Employer to perform all or the major part of their duties at a campus or component of the Employer other than at the Employee's previous place of work with the Employer 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.

81. Other Paid Leave

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

82. 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.

83. Study Leave

- 83.1. 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 an entitlement to this provision.
- 83.2. Employees may request up to 15 days' paid study leave annually from the time that they are enrolled in the course of study. Any requests will not be unreasonably refused by the Director.
- 83.3. Study leave may be used for any purposes related to the course, including attendance at lectures and tutorials, preparing and attending of examinations, preparation of course work or participation in intensive units.
- 83.4. Study leave may be taken in blocks of hours, days or weeks.

84. Domestic, Family and Sexual Violence Leave

- 84.1. Employees who are experiencing domestic violence or family violence as defined in the *Domestic and Family Violence Act 2007* (NT), or have experienced sexual violence (**Domestic, Family or Sexual Violence**) may seek time off for remedying activities, including but not limited to:
 - (a) seeking safe accommodation;
 - (b) attending medical appointments;
 - (c) attending counselling appointments;
 - (d) attending court hearings;
 - (e) accessing legal advice;
 - (f) attending to police related matters; and
 - (g) organising alternative care or education for children.
- 84.2. An Employee including casual and part-time employees shall have access to fifteen (15) days' paid leave per calendar year in addition to other forms of leave under this Agreement for the purpose of remedying activities associated with Domestic, Family or Sexual Violence.
- 84.3. The Employee may be required to produce reasonable evidence that the leave was used for the purpose of the remedying activities. Evidence that may satisfy a reasonable person include a court order, police report reference numbers, hospital incident report or incident report from a social and community service organisation registered with the Women's

Council for Domestic and Family Violence Services or confirmation from a domestic violence service that they have been engaged or visited. Any evidence provided will be treated confidentially.

- 84.4. This leave does not accrue from year to year and at the end of each calendar year any unused portion shall be extinguished.
- 84.5. Additional leave for the purpose of remedying activities may come from personal leave in the first instance, and then from paid annual leave thereafter. In instances where the Employee has exhausted personal leave and has less than 20 days accrued entitlement for paid annual leave, an Employee may make an application to the Director People & Culture who may grant additional leave to undertake the remedying activities.

85. Menstruation and menopause leave

- 85.1. Employees have the right to self-care when experiencing symptoms of menstruation and menopause and to self-direct their work responses in these circumstances.
- 85.2. Employees, other than Casual Employees, are entitled to a maximum of five (5) days' paid leave per calendar year, (credited on 1 January each year, pro-rata, non-cumulative) where they are unable to perform work duties because of menstruation and menopause, and their associated symptoms.
- 85.3. Paid menstruation and menopause leave must be taken as a minimum of half a day.
- 85.4. A medical certificate is not required for menstruation and menopause leave other than when the period of leave exceeds two (2) consecutive days.

86. Gender affirmation leave

- 86.1. An Employee, other than a Casual Employee, who is undergoing a Gender affirmation process is entitled to up to 30 days' paid leave annually for purposes associated with that affirmation. This leave is non-accruing and provided in addition to other entitlements afforded to Employees.
- 86.2. This leave comes into effect after 12 months of continuous service.
- 86.3. The leave may be used for the purpose of attending medical appointments, recovering from medical procedures, undertaking any legal process relating to affirming their gender, or any other similar activity related to the Employee's Gender affirmation.
- 86.4. The Employee may be required to provide such evidence as would satisfy a reasonable person that the leave is being used for the purpose intended by this clause. Such evidence may be a medical certificate from a treating practitioner, a letter from a legal practitioner, or a statutory declaration.
- 86.5. Applications for leave under this clause will be dealt with confidentially and sensitively and must be sent directly to the Director People & Culture.
- 86.6. The leave may be taken in blocks or in singular (full) days.

PART 9. ALLOWANCES

87. General Allowances

Where the rate payable to NTG 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 Employees for that allowance will be the same as the rate payable to NTG employees.

88. Dirty Work Allowance

- 88.1. Employees who are directed as part of their duties to undertake work which is agreed to be of an unusually dirty or uncomfortable nature, such as work cleaning toilets that are unusually dirty, handling garbage or biological matter, working in a confined space where the Employee is in a stooped or cramped position, working with toxic substances, operating a pneumatic drill, operating certain tools and machinery such as a chainsaw, mower, whipper snipper, tractor or forklift, cleaning and repairing septic tanks or sewer lines, will be eligible to receive a Dirty Work Allowance if:

- (a) the Employee is employed as a General Service Officer; or
- (b) the Director of People and Culture approves payment of the Dirty Work Allowance.

- 88.2. The Dirty Work Allowance shall be paid:

- (a) at a rate of 5% of their hourly rate per hour; and
- (b) on a fortnightly basis.

89. 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.

90. First Aid Allowance

The Director People & Culture 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 the Employee is to act as a First Aid Officer. Where the Employer requests an Employee to undergo First Aid training, the cost of such training will be the responsibility of the Employer.

91. Relocation Allowance

- 91.1. 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 Employer, the Employee may be paid a relocation allowance for the purpose of assisting the Employee with their immediate accommodation needs.
- 91.2. The rate of relocation allowance shall be determined by the Director in respect of an Employee only and in respect of an Employee with a resident family unit.
- 91.3. For the purpose of this allowance, the resident family unit rate is applicable where the Employee's partner, children or any other person who resided with the Employee as part of the Employee's family unit prior to relocation, accompanied the Employee upon relocation and for whom the cost of that relocation was met by the Employer.
- 91.4. Where an Employee is provided with accommodation by the Employer, the Delegated Officer may approve payment of a relocation allowance referred to under this Clause:
- (a) of a once only payment of one fortnight's allowance, irrespective of whether an accommodation cost is incurred; or

(b) where that accommodation is temporarily unavailable the lesser of:

- (1) one fortnight's allowance; or
- (2) until the accommodation provided by the Employer is available, irrespective of the type of accommodation obtained by the Employee.

92. Relocation Expenses Appointment and Transfer

92.1. Entitlement on Appointment

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

92.2. Entitlement on Transfer

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

92.3. Voluntary transfer

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 relocation.

93. Insurance Liability

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

- (a) collections or valuables; and
- (b) motor vehicles.

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

94. Travelling Allowance

94.1. 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:

- (a) provide at no cost to the Employee, reasonable accommodation or meals, or both accommodation and meals; or
- (b) 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
- (c) 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.

94.2. Payment Where Travel Is Not Overnight

Where an Employee, in the course of employment, is required to travel away from usual place of work which does not extend overnight, the Director may:

- (a) reimburse an Employee costs necessarily incurred; or
- (b) provide a travelling allowance for meals taken away from usual place of work due to that travel.

94.3. Exclusions

- (a) 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 usual place of work.
- (b) Travelling Allowance is not payable where the Employee is absent:
 - (1) from the temporary duty locality during any period of leave, whether paid or unpaid; or
 - (2) during any period of unpaid leave.
- (c) An Employee shall not be paid a travel allowance where Remote Locality Provision (Part 10) applies.

95. Camping Allowance

- 95.1. Where an Employee in the course of employment is required to stay overnight using makeshift accommodation such as a swag or tent, the Director of People and Culture will approve payment of a camping allowance at a daily rate, to compensate for the physical discomfort of camping and for reasonable provisioning.
- 95.2. 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.
- 95.3. The amount of the Camping Allowance payable shall be in accordance with NTG Determination 1 rates.

96. Living Away from Home Allowance

A Living Away from Home Allowance may be payable in certain circumstances by reference to NTG Determination & rates (see by-law 30A). The Employer will confirm in writing where this is payable to an Employee.

97. Vehicle Allowance

- 97.1. The Line Manager may authorise the use of a private vehicle for official purposes provided that the Line Manager is satisfied that:
 - (a) 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
 - (b) the Employee has given a written indemnity that is signed and witnessed indemnifying the Employer against all claims that may arise due to the use of the private vehicle.
- 97.2. An authorisation may be given in respect of the use of a private vehicle:
 - (a) in the course of an Employee's employment; and/or
 - (b) to tow a caravan or trailer owned by the Employer, or to carry tools, goods or materials owned by the Employer, or to carry passengers who would otherwise be transported at the expense of the Employer;

- (c) for the purpose of travel where an Employee is entitled to the cost of conveyance following appointment, promotion or transfer.

97.3. Where the Line Manager has given approval under this Clause an Employee may be paid an allowance at a rate determined by the Line Manager, in respect of each kilometre travelled (see NTG Determination rate 1, by-law 32).

97.4. Where the Line Manager has given approval under this Clause, an Employee may be paid an additional allowance at a rate determined by the Line Manager, in respect of any one of the following (see NTG Determination):

- (a) passengers carried (regardless of the number of passengers);
- (b) towing an Employer trailer or caravan,
- (c) carriage of Employer tools, goods or equipment provided that the mass of the items carried exceeds 100 kilograms.

97.5. A private vehicle shall not be used for official purposes without the approval of the Line Manager.

98. Indigenous Australians Language Allowance

98.1. A language allowance shall be paid to Employees who are required to use a Indigenous Australian language as part of their day to day duties.

98.2. The allowance will be paid on two levels, with the applicable level agreed to by the Employer:

- (a) Level one (1) \$1,637 per annum shall be paid to Employees required to use minimal language skills for the purposes of simple communications.
- (b) Level two (2) \$3,280 per annum shall be paid to Employees who are required to undertake conversations, reading and writing.

98.3. Employees must apply in writing to the People & Culture department to receive this allowance.

98.4. This allowance will be paid on a pro rata basis for Part-Time Employees.

98.5. This allowance will be paid on a fortnightly basis.

98.6. Casual Employees will be paid \$10 per day Level one (1) and \$20 per day for Level two (2) for each day they are engaged on casual employment and are required to use a Indigenous Australian language as part of their duties.

99. Provision for Care of Dependents

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

PART 10. REMOTE LOCALITY PROVISIONS

100. General Provisions

- 100.1. The provisions of this Part apply to and in relation to an Employee whose normal place of employment is in a remote locality.
- 100.2. A remote location is defined as a town, place, community or locality, outside the environs of Darwin, Katherine, Alice Springs and other locations where Employer 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.
- 100.3. The Special Category, Categories 1, 2, 3 and others outside of the NT set out in the Employer's policies shall be the declared localities for the purposes of this Agreement.
- 100.4. An Employee stationed at a remote locality specified in Employer policy may be entitled, subject to eligibility, to the provisions contained in Clauses 100 to 109 and the levels of benefits shall be those specified in the Employer's policy.
- 100.5. The conditions prescribed in this Part are in addition to any other conditions applicable to Employees.

101. Housing and Rental Rebate

101.1. Housing

- (a) The Employer will seek to provide, where practicable and desirable, residential accommodation for Employees based in Category 1, 2 and 3 remote communities as specified in Employer policy.
- (b) The parties recognise that the Employer does not own housing in remote communities. The parties further recognise and endorse the Employer'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 Government department responsible for Housing.

101.2. Rental Rebate

- (a) The Director People and Culture may approve a rental rebate to an eligible Employee who:
- (1) is stationed in a locality specified in Employer policy; and
 - (2) rents accommodation from:
 - A. the Employer, including accommodation sub-let by the Employer to the Employee; or
 - B. directly from another provider, subject to prior approval by the Director People and Culture.
- (b) The portion of rental rebate is expressed as a percentage of rent paid and is specified for each locality in the Employer's policy.
- (c) Rental rebate is provided in respect of service during a semester in a specified remote locality and payment may not be approved prior to the date following the last day of the semester except as provided in sub-clauses (d) and (e).
- (d) 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:

- (1) the Employee's Fixed term employment has expired: or
- (2) the Employee has been transferred by the Employer.
- (e) An Employee who resigns from the Employer 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.
- (f) 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.

102. Allowances for Freight & Foodstuffs

102.1. For the purpose of this Clause:

dependent means:

- (a) an Employee's partner, including de facto partner, and children of either partner under the age of 18 years, who permanently reside with the Employee, and not in receipt of income from any source which is in excess of the weekly minimum adult wage; and
- (b) any other person approved by the Director.

foodstuffs means:

solid foods and non-alcoholic liquids which are intended for, and are fit for, human consumption.

An Employee who is permanently stationed in a Category 1, 2 or 3 remote localities shall be entitled to payment of a weekly allowance for freight of foodstuffs for a period of 45 weeks in any year at a rate determined by the Director, irrespective of whether the Employee has or does not have dependents.

102.2. Where the partner of an Employee to whom sub-clause 102.1 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.

103. Electricity and Water Costs Rebate

103.1. The Director People and Culture 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 Employer's policy on remote areas; and
- (b) rents accommodation from:
 - (1) the Employer, including accommodation sub-let by the Employer to the Employee; or
 - (2) directly from another provider.

103.2. Reimbursement of costs of under this Clause is provided in respect of service during a semester in a specified remote locality. Payment may not be approved prior to the date following the last day of the semester except as provided in sub-clauses 103.3 and 103.4.

103.3. 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.

- 103.4. Eligible Employees will be reimbursed, in accordance with this Clause, for electricity and water costs incurred.

104. Recreational Fares Out

- 104.1. For the purposes of this Clause:

dependent means:

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

year means: the anniversary of commencement of employment with the Employer.

104.2. Grant of Recreational Fares Out

- (a) Subject to this Part, the Director People and Culture may grant approval for an Employee, and recognised dependents, to utilise a fares out for:
 - (1) travel from a remote locality as described under sub-clause 100.3 to Darwin or any other regional centre, whichever is the closest;
 - (2) notwithstanding the limitation of sub-clause 104.2(a)(1) the Director may approve the use of a fares out for travel to an alternate destination provided that the cost does not exceed that which would have applied.

104.3. Entitlement

- (a) A fares out may be provided to an Employee entitled to accrue recreation leave air fares under this Clause, as follows:
 - (1) where stationed in a Category 1 or 2 remote locality:
 - A. one fares out may be used in the year when the air fare accrues; and
 - B. two fares out may be used in the alternate year; or
 - (2) where stationed in a Category 3 remote locality:
 - A. two fares out may be used in the year when the, air fare accrues; and
 - B. 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 Clause 104 fares out may be made available as follows:
 - (1) two fares in each year where the Employee is stationed in a Category 1 or 2 remote locality; or
 - (2) three fares in each year where the Employee is stationed in a Category 3 remote locality.
- (c) A fares out may be made available after two months continuous service in a remote locality, and, where applicable, a subsequent fares out may be made available after a further two months continuous service after utilisation of a previous fares out or after utilisation of a recreation leave fare (including cashed- up airfare/kilometre allowance accrued in the current year) provided that the total number of fares out used does not exceed those specified under sub-clauses (a) or (b) .

- (d) Subject to sub-clause 104.3(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 sub-clause 104.3(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 sub-clause 104.3(c) or 104.3(d) shall apply from the date of commencement in the new remote locality.
- (f) The value of a fares out entitlement shall be calculated:
 - (1) as the lesser of:
 - A. the return economy class air fare for the persons travelling; or
 - B. the actual cost of the air fare for the persons travelling; or
 - C. kilometre allowance, including passenger allowance if applicable, where travel by private vehicle has been authorised; or
 - D. the actual fare paid if travel undertaken by other means; or
 - (2) where the remote locality has no air service, either:
 - A. the actual amount of kilometre allowance, including passenger allowance if applicable where travel is by private vehicle; or
 - B. the actual fare paid if travel is undertaken, by other means; and
 - (3) for an Employee employed for less than full-time hours, as the same proportion of the value calculated in accordance with sub-clause 104.3(f)(1) and 104.3(f)(2) as the proportion of their hours to full-time hours. Such an Employee may accumulate pro-rata credit to enable access to a full return fare.
- (g) Except as provided under sub-clause 104.3(i) below, an Employee to whom this Clause applies shall be entitled to a maximum of two days fares out leave consecutive with a weekend.
- (h) Public holidays which fall on either or both leave days granted under sub-clause 104.3(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 in respect of the same journey.
- (k) An Employee shall have no entitlement to fares out during a period of long service leave and parental leave or during any period of leave without pay. Fares out during a period of sick leave may be granted at the Directors discretion.
- (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 Employer expense, (e.g. as a passenger on an Employer charter flight or in an Employer 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 Employer 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.

105. Accommodation Allowance in Conjunction with Recreational Fares Out

- 105.1. An Employee granted a fare out of an isolated locality in accordance with Clause 103 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 NTG Determination 1;
 - (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.

106. Special Study Leave Program

- 106.1. An Employee who performs periods of duty in a Category 1, 2 or 3 remote locality, specified in Employer policy shall accumulate credit points at the rates specified in the NTG Determination towards eligibility for study leave on full pay to the extent of:
- (a) one semester, where 20 credit points have been accumulated. A maximum of five credit points per year for Category 3 locations; or
 - (b) two semesters, where 40 credit points have been accumulated.
- 106.2. 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.
- 106.3. 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.
- 106.4. Where an Employee has accumulated the requisite number of credit points (20 or 40) they may submit to the Director People and Culture a proposal for utilisation of the eligible period of special study leave.
- 106.5. Approval of special study leave will be given in accordance with the Employer's Performance Development Cycle.
- 106.6. Special study leave is not an entitlement to which payment in lieu on cessation of employment accrues.
- 106.7. Where an Employee ceases employment with the Employer, they will forfeit any entitlement to Special Study Leave, including credit points accrued.

107. Family Travel Assistance Program

- (a) Where an Employee is selected or approved by Director to participate in a professional development in-service training program in an urban centre, the Director may approve payment of travel costs for the Employee's family or recognised dependents to accompany the Employee, subject to: provision of satisfactory evidence that the claim

is in respect of family members or recognised dependants and completion of a Movement Requisition nominating those persons;

- (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 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.

108. Household Contents Insurance Premiums

- 108.1. 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 Director People and Culture may approve reimbursement of the difference in household contents insurance costs.
- 108.2. In all cases, the Director People and Culture shall use the rates supplied by the Employer Insurance brokers for comparison purposes, notwithstanding that there is no obligation for an Employee to use the companies suggested by the Employer brokers as their insurer.
- 108.3. 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 Employer's brokers were the insurer.

109. Removal Expenses on Resignation or Completion of Contract

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

PART 11. REDEPLOYMENT AND REDUNDANCY PROVISIONS

110. Application

- 110.1. 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.
- 110.2. Following consultation under sub-clause 114.3 Management of Change with the Unions party to the Agreement, and all other options like redeployment, early retirement and natural attrition have been exhausted, the Employer 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.
- 110.3. Before making a final decision to declare any Employee surplus the employer must produce to Employees affected, a statement in respect of each position to be declared surplus, indicating in respect of each significant element of the workload or duties of that position, whether in the next following year;
- (a) It is not to be performed by anyone;
 - (b) It is to be performed by another existing position or Employee, and if so which position or Employee;
 - (c) It is to be performed by new Employees, and if so, the nature of the employment of those Employees (type of employment and classification).
- 110.4. A Position must not be declared surplus unless;
- (a) A substantial part of the work performed by the Employee is no longer to be performed by anyone.
 - (b) In respect of two or more related positions, there is work that is no longer to be performed by anyone, and that work is sufficient to justify one or more of those positions being declared surplus.
 - (c) For the purpose of sub-clause 110.2, "substantial part" shall mean a sufficient part such that the position, taken as a whole, can reasonably be considered redundant.
- 110.5. Not less than seven days prior to taking any action to declare an Employee surplus under this Clause, the Employer must publish the criteria that is to use for selecting Employees, and these must be fair and objective.

111. Voluntary Redundancy

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

(b) Compensation schedule

	with the employer on termination	pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks

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

(c) Payment on a pro rata basis for long service leave calculated on completed years of service.

112. Redeployment Provisions

112.1. Redeployees will be offered counselling by the Employer about their rights and responsibilities and any opportunities relating to retraining and other career opportunities within the Employer. (Employees have the right to have a representative present, if so requested).

112.2. In some cases an Employee whose job has been made redundant may not wish to be initially considered for redundancy termination. In these cases the Employee and Employer will work together to identify other job vacancies that would be suitable for redeployment purposes. A job will be considered suitable for the following reasons:

- (a) Same classification/level.
- (b) Substantially similar skill set. In the absence of matching qualifications, training will be made available.

112.3. The period over which redeployment will be attempted shall be 6 months, during which time the redeployee will be considered for all suitable positions which may become available.

112.4. Where the above conditions are met and parties agree to explore redeployment the Employee will be placed in the vacant role for a trial period of three (3) months.

112.5. Training and support

Before a trial period commences and where required, the parties must agree on a professional development plan to ensure specific training and support is given to the Employee during the three months (all professional development to be funded by the Employer).

112.6. Completion of trial

During the period of trial, the Employee and supervisor will work to a specified activity plan and review this against outcomes on a monthly basis.

112.7. At the end of the trial period:

- (a) The Employee is confirmed in the new role; the notice of redundancy is rescinded and the Employees' employment with the Employer continues.
- (b) The Employee and supervisor agree on additional time and or training to facilitate a successful transfer into the role;
- (c) The Employee seeks redundancy. At this stage redundancy is offered to the Employee in conjunction with the provision contained in sub-clause 113.1 and 113.2.

- (d) The supervisor reports the trial has not been satisfactory and the Employee is not suitable in the role. At this stage redundancy is offered to the Employee in conjunction with the provision contained in sub-clause 113.1 and 113.2.

113. Other than Voluntary Redundancy

113.1. Where an Employee is not a volunteer for redundancy and the Employer terminates the employment of an Employee for reason of redundancy the following benefits will apply.

- (a) The Employee shall receive 12 weeks' notice or payment in lieu of notice and \$4,000 (net) towards expenses.
- (b) Compensation schedule

	with the employer on termination	pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks

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

- (c) payment on a pro rata basis for long service leave calculated on completed years of service.

113.2. All payments under this Clause shall be calculated on the Employee's Salary at the date of cessation of employment.

113.3. Expense Allowances

- (a) 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.
- (b) If an Employee is redeployed to a continuing position elsewhere in the Employer (i.e. involving a geographic relocation) as an agreed measure to mitigate the effects of the position being surplus to requirements and, as a consequence, it is not reasonably practicable for the Employee to remain in their existing residence, the Employee shall be entitled to all reasonable expenses associated with moving household to a new locality.
- (c) Any reasonable costs and charges as determined by the Director associated with a program of retraining as an agreed measure to mitigate the effects of their position being surplus shall be reimbursed to the Employee.

PART 12. CONSULTATION AND MANAGING CHANGE

114. Joint Consultative Committee, Consultation and the Introduction of Change

114.1. Joint Consultative Committee

- (a) The Parties to this Agreement are committed to Consultation and communication through the operation of a Joint Consultative Committee (JCC) which will meet on a bi-annual basis under normal circumstances.
- (b) The JCC shall comprise:
 - (1) Chair nominated by the Director; and
 - (2) An equal number of representatives from the Employer and combined Union representation.
- (c) The role of the JCC is to facilitate Consultation between the Employer and Employees on
 - (1) employment and industrial relations matters by providing a forum to raise workplace issues;
 - (2) monitoring the ongoing implementation of this Agreement; and
 - (3) reviewing and monitoring policies and procedures that deal with conditions of employment by providing feedback on those policies through the Employer's policy review process as follows:
 - A. People & Culture will forward to all JCC members new and proposed amendments to policies and procedures that deal with conditions of employment.
 - B. Any feedback from JCC members to policies or procedures proposed in accordance with sub-clause A above will be made in the manner and timeframe requested.
 - C. The Employer will genuinely consider the feedback prior to implementing or amended policies or procedures.
- (d) No new policies or amendments to existing policies that have the effect of changing employment conditions will be made without prior Consultation under this Clause.
- (e) Employees involved in the JCC may request to be released from work to participate on committees and panels, for consultation, and in relevant negotiations.

114.2. Consultation

- (a) The Employer is committed to open discussion and direct consultation with employees, their chosen representatives and Unions about workplace issues including the introduction and variation of policies, procedures and guides that affect the employment conditions of Institute staff. No amendments that have the effect of changing employment conditions will be made without prior consultation with the Unions party to this Agreement. The Employer is committed to open discussion with Employees, their chosen representatives and Unions on the introduction of change that may lead to jobs becoming redundant.
- (b) Consultation will focus on measures to reduce job loss and the adverse effects of change including measures to mitigate these affects.

114.3. Management of Change

- (a) The parties acknowledge that sound management of workplace change requires consultation with and involvement of the people who will be directly affected by that change. At all stages of the consultation affected Employees are entitled to be represented. Such consultation stages should include but are not limited to:
 - (1) meetings with Employees, their chosen representatives and unions to explain the change proposal, the likely effect on employees and measures to avoid or reduce the adverse effects of the changes on employees;
 - (2) opportunities for Employees, their chosen representatives and unions to consider the change proposal and provide feedback through further meetings or other means; or
 - (3) active involvement in the change process including Employees having the right to be assisted by and represented by their union, or their chosen representatives.
- (b) The management of change provision apply to any of the following:
 - (1) termination of employment; or
 - (2) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (3) loss of, or reduction in, job or promotion opportunities; or
 - (4) loss of, or reduction in, job tenure; or
 - (5) alteration of hours of work; or
 - (6) the need for employees to be retrained or transferred to other work or locations; or
 - (7) job restructuring.
- (c) When the Employer has developed a proposal for major organisational change it will consult with the Employees affected, their chosen representatives and their unions as soon as practicable.
- (d) As part of facilitating the consultation process, the Employer will develop a written document outlining the vision underpinning the proposed change, the nature and rationale of the proposed change and the expected outcomes, including advantages and disadvantages.
- (e) The views of affected staff will be sought for consideration in further developing the formal change proposal. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (f) If the Employer decides to proceed with the change, a formal written change proposal will be developed. Where relevant, this formal proposal will address the following:
 - (1) nature and rationale;
 - (2) proposals to mitigate negative effects including training and redeployment;
 - (3) expected outcomes including expected advantages and disadvantages;
 - (4) ways to minimise any disadvantages to occupational health and safety in the workplace;
 - (5) financial implications;
 - (6) the timing of the implementation of change;
 - (7) implications for staff including changes in duties, position profiles, number of staff, workload, work environment; and

- (8) mechanisms for assessing and reporting on the progress of the change.
- (g) Further consultation with affected Employees, their chosen representatives and the unions will occur prior to the development of a written implementation plan. This implementation plan will include a timeframe for evaluating the change.
- (h) In circumstances where the Employer wants to change Employees' regular roster or ordinary hours of work, the Employer must:
 - (1) provide information to the Employees about the change;
 - (2) discuss the change with the relevant Employees;
 - (3) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (4) consider any views given by the Employee about the impact of the change.
- (i) Notwithstanding sub-clause 112.3, Employer management will, from time to time, discuss, explore and plan organisational change, major and minor, in confidence, with the aim of achieving some strategic or tactical goal that benefits the organisation as a whole.
- (j) Parties may request that some consultation be in confidence. Any such reasonable request will be honoured.
- (k) Fair and reasonable Human Resource management principles will apply including fair and sensitive treatment and support facilities for displaced Employees, prompt resolution of problems and grievances, regard to the general well-being of Employees and due attention to individual workloads.
- (l) Implementation of change and restructuring will, to the extent possible, emphasise retraining and redeployment rather than redundancy.
- (m) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

114.4. Changes to regular roster or ordinary hours of work

- (a) For a change to an Employees' regular roster or ordinary hours of work, the Employer will:
 - (1) allow the Employee to be represented;
 - (2) provide to the Employees and representatives mentioned in sub-clause (1) information about the proposed change (for example, information about the nature of the change and when it is to begin);
 - (3) invite the employee(s) to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - (4) consider any views given by the employee(s) about the impact of the change.

PART 13. UNION RIGHTS AND RESPONSIBILITIES

115. Union Right of Entry

For the purpose of recognised union business 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 a minimum of 24hrs notice being given of the union's intention to visit an Institute workplace or hold a meeting. This provision will not be applied in a manner inconsistent with the Fair Work Act.

116. Recognition of Union Delegates' rights

116.1. General

- (a) In this Clause:
 - (1) **Employer** means the employer of the workplace delegate;
 - (2) **delegate's organisation** means the Union in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (3) **eligible Employees** means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise.
- (b) Before exercising entitlements under this Clause, a workplace delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- (c) An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

116.2. Right of representation

- (a) A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:
 - (1) consultation about major workplace change;
 - (2) consultation about changes to rosters or hours of work;
 - (3) resolution of disputes;
 - (4) disciplinary processes;
 - (5) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (6) any process or procedure within this Agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.

116.3. Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under Clause 116.2. This includes discussing membership of the delegate's organisation and representation with eligible Employees.
- (b) A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

116.4. Entitlement to reasonable access to the workplace and workplace facilities

- (a) The Employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (1) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
 - (2) a physical or electronic noticeboard;
 - (3) electronic means of communication ordinarily used in the workplace by the Employer to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
 - (4) a lockable filing cabinet or other secure document storage area; and
 - (5) office facilities and equipment including printers, scanners and photocopiers.
- (b) The Employer is not required to provide access to or use of a workplace facility under this subclause 116.4(a) if:
 - (1) the workplace does not have the facility;
 - (2) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (3) the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

116.5. Entitlement to reasonable access to training

- (a) The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:
 - (1) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible Employees.
 - (2) The number of eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible Employees who are: full-time or Part-time employees or Casual Employees.
- (b) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (c) The workplace delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (d) If requested by the Employer, the workplace delegate must provide the Employer with an outline of the training content.
- (e) The Employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

- (f) The workplace delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

116.6. Exercise of entitlements

- (a) A workplace delegate's entitlements under this Clause 116 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (1) comply with their duties and obligations as an Employee;
 - (2) comply with the reasonable policies and procedures of the Employer, including its Codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (3) not hinder, obstruct or prevent the normal performance of work; and
 - (4) not hinder, obstruct or prevent eligible Employees exercising their rights to freedom of association.
- (b) This Clause 116 does not require:
 - (1) the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible Employees; or
 - (2) an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

117. Deduction of Union Fees

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

118. Union Members Meetings

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

119. Provision of Facilities

For the purpose of carrying out Union business in relation to the matters included in this Agreement, the Employer 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 Employer will also provide the Unions party to this Agreement with access to the Employer's internal telephone system and wireless Internet for legitimate Union business.

120. Induction packs

The Employer will provide to new Employees induction packs which includes information about any of the Parties listed at Clause 4.2

PART 14. WORK HEALTH & SAFETY

121. Compliance with the Act

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

122. Operation of Health & Safety Committee

The Employer will comply with the relevant legislation and consult with the parties to the Agreement when electing Health and Safety Representative(s) and establishing a Health & Safety committee.

123. Management of Harassment and Bullying

- 123.1. Bullying and any form of harassment is prohibited and will not be tolerated by the Employer.
- 123.2. Bullying is repeated, unreasonable behaviour directed towards an Employee in the course of employment with the Employer. It is repeated, less-favourable treatment of an Employee by one or more Employees, which may create a risk to the Employee's health and safety.

(a) Within this Definition:

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

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

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

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

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

- 123.3. The Employer 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 Employer to address allegations of workplace bullying will be conducted in accordance with the Employer guidelines.

SIGNATURES TO THE AGREEMENT

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



Signature _____
Name Joseph Martin-Jard _____
Position Chief Executive Officer _____
Address Batchelor, NT, 0845 _____
Date 16/07/2025 _____

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



Signature _____
Name Damien Cahill _____
Position General Secretary _____
Address 1/120 Clarendon Street, South Bank, 3006 _____
Date 17/07/2025 _____

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

Signature _____
Name _____
Position _____
Address _____
Date _____

For and on behalf of the United Workers' Union as employee bargaining representative

Signature _____
Name _____
Position _____
Address _____
Date _____

Batchelor Campus
C/O Post Office, Batchelor NT 0845

Central Australian Campus
PO Box 9170, Alice Springs NT 0871

ABN 32 039 179 166
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**Batchelor
Institute**

PART 15. ATTACHMENTS

124. Attachment 1 - Salaries and Related Matters - Academic Casual

124.1. Principles

- (a) 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:

- (1) Lecturing rate and higher marking rate

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

----- + 25%

36.75

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

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

----- + 25%

36.75

- (3) Rate applicable to all other duties

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

----- + 25%

36.75

124.2. 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:
- (1) any education delivery described as a lecture in a course or unit outline,
 - (2) or in an official timetable issued by the Employer;
 - (3) or any class the primary purpose of which is the presentation of new subject material;
 - (4) or the introduction of new ideas;
 - (5) 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 conducted for a group of between 15 and 30 students.



- (d) The term "developed lecture" means all lectures other than those specified in sub-clauses (c) above and e) and (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.

124.3. 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:
 - (1) any education delivery described as a tutorial in a course or unit outline, or in an official timetable issued by the Employer, other than a lecture as defined in sub-clause 124.2 above; or
 - (2) any undergraduate education delivery described as a workshop in a course or unit outline, or in an official timetable issued by the Employer, other than a lecture as defined in sub-clause 124.2 above; or
 - (3) any one-to-one and small group teaching, other than a lecture as defined in sub-clause 124.2 above.
 - (4) A tutorial or workshop is delivered for a group of fewer than 15 students. Tutorial or workshop delivery for larger groups may involve team teaching by two or more staff members.
 - (5) The terms "repeat tutorial" and "repeat workshop" include a second or subsequent delivery of the same tutorial or workshop within seven days to a group of students undertaking the same subject at the same year level.

124.4. 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.

124.5. Marking

- (a) A Casual employee required to undertake marking other than marking as specified in Clauses 124.2, 124.3 and 124.4 above (marking contemporaneous with teaching delivery) shall be paid according to the Marking rate.

124.6. Other Required Academic Activity

- (a) A Casual employee required to undertake academic activity as specified under (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:
 - (1) the conduct of practical classes, demonstrations, student field excursions;
 - (2) the conduct of clinical sessions other than clinical nurse education;
 - (3) the conduct of performance and visual art studio session;
 - (4) development of teaching and subject materials such as the preparation of subject guides and reading lists and basic activities associated with subject coordination;
 - (5) consultation with students;
 - (6) supervision; and attendance at School and/or other Employer meetings as required.



ACADEMIC		2025	2026
Designation		2.25%	2.25%
ACA.1	Academic A	74,304	75,976
ACA.2	Academic A	78,259	80,019
ACA.3	Academic A	82,212	84,061
ACA.4	Academic A	86,170	88,109
ACA.5	Academic A	89,455	91,467
ACA.6	Academic A	92,855	94,944
ACA.7	Academic A	96,270	98,436
ACA.8	Academic A	99,674	101,917
ACB.1	Academic B	104,923	107,284
ACB.2	Academic B	108,861	111,311
ACB.3	Academic B	112,792	115,330
ACB.4	Academic B	116,728	119,354
ACB.5	Academic B	120,663	123,378
ACB.6	Academic B	124,596	127,399
ACC.1	Academic C	128,530	131,422
ACC.2	Academic C	132,466	135,446
ACC.3	Academic C	136,399	139,468
ACC.4	Academic C	140,338	143,496
ACC.5	Academic C	144,268	147,514
ACC.6	Academic C	148,207	151,542
ACD.1	Academic D	154,766	158,248
ACD.2	Academic D	160,006	163,606
ACD.3	Academic D	165,253	168,971
ACD.4	Academic D	170,500	174,336
ACE.1	Academic E	199,356	203,841

PHD start rate at minimum of ACB.1

ADMINISTRATION		2025	2026
Designation		2.25%	2.25%
AO1.4	Administration	59,549	60,888
AO1.5	Administration	60,727	62,093
AO1.6	Administration	62,099	63,496
AO2.1	Administration	62,958	64,374
AO2.2	Administration	64,718	66,174
AO2.3	Administration	66,112	67,598
AO2.4	Administration	67,499	69,018
AO2.5	Administration	68,888	70,438
AO3.1	Administration	70,583	72,171
AO3.2	Administration	71,938	73,557
AO3.3	Administration	73,314	74,964
AO3.4	Administration	76,075	77,787
AO4.1	Administration	79,694	81,487
AO4.2	Administration	81,089	82,914
AO4.3	Administration	83,467	85,345
AO4.4	Administration	85,842	87,773
AO4.5	Administration	88,226	90,211
AO4.6	Administration	90,873	92,918
AO5.1	Administration	93,499	95,603
AO5.2	Administration	95,935	98,093
AO5.3	Administration	98,370	100,583
AO6.1	Administration	102,732	105,044
AO6.2	Administration	106,769	109,171
AO6.3	Administration	110,806	113,299
AO6.4	Administration	114,845	117,429
AO7.1	Administration	119,206	121,888
AO7.2	Administration	123,469	126,247
AO7.3	Administration	128,203	131,088
AO8.1	Administration	133,291	136,290
AO8.2	Administration	138,621	141,739
AO8.3	Administration	144,167	147,411

Fixed term General Staff acting in a role above an AO8 on a fixed term contract the following minimum salary rates excluding superannuation will apply:

Designation		2025	2026
E01.1	Administration	\$156,572	\$160,095
E01.2	Administration	\$ 162,836	\$ 166,500
E01.3	Administration	\$ 169,350	\$ 173,160

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Batchelor
Institute

PHYSICAL		2025	2026
Designation		2.25%	2.25%
PH1.1	Physical	53,795	55,005
PH1.2	Physical	54,395	55,617
PH1.3	Physical	54,988	56,225
PH2.1	Physical	57,951	59,254
PH2.2	Physical	58,546	59,863
PH2.3	Physical	59,259	60,592
PH3.1	Physical	59,795	61,140
PH3.2	Physical	60,505	61,866
PH3.3	Physical	61,266	62,644
PH4.1	Physical	62,585	63,993
PH4.2	Physical	63,616	65,047
PH4.3	Physical	64,615	66,069
PH5.1	Physical	65,482	66,955
PH5.2	Physical	66,527	68,024
PH5.3	Physical	67,433	68,950
PH6.1	Physical	70,556	72,144
PH6.2	Physical	71,776	73,391
PH6.3	Physical	76,163	77,877
PH7.1	Physical	76,262	67,757
PH7.2	Physical	77,624	77,978
PH7.3	Physical	79,048	79,371
PH8.1	Physical	81,955	83,799
PH8.2	Physical	83,421	85,298
PH8.3	Physical	84,971	86,883
PH9.1	Physical	88,817	90,815
PH9.2	Physical	90,810	92,853
PH9.3	Physical	93,064	95,158



PROFESSIONAL		2025	2026
Designation		2.25%	2.25%
P1.1	Professional	67,433	68,950
P1.2	Professional	70,133	71,711
P1.3	Professional	72,957	74,599
P1.4	Professional	75,815	77,521
P1.5	Professional	78,684	80,454
P1.6	Professional	81,536	83,371
P1.7	Professional	84,393	86,292
P1.8	Professional	87,536	89,506
P1.9	Professional	93,064	95,158
P1.10	Professional	96,371	98,539
P2.1	Professional	99,533	101,772
P2.2	Professional	103,072	105,391
P2.3	Professional	106,604	109,003
P2.4	Professional	110,140	112,618
P2.5	Professional	113,673	116,230
P2.6	Professional	117,318	119,958
P2.7	Professional	120,668	123,383
P3.1	Professional	125,658	128,485
P3.2	Professional	130,129	133,057
P3.3	Professional	132,382	135,361
P4.1	Professional	137,051	140,135
P4.2	Professional	144,602	147,856
P4.3	Professional	153,109	156,554



TECHNICAL		2025	2026
Designation		2.25%	2.25%
T1.1	Technical	58,661	59,981
T1.2	Technical	60,104	61,456
T1.3	Technical	61,542	62,927
T1.4	Technical	62,985	64,402
T1.5	Technical	64,481	65,932
T1.6	Technical	65,977	67,461
T1.7	Technical	67,475	68,993
T1.8	Technical	68,977	70,529
T1.9	Technical	70,499	72,085
T2.1	Technical	71,292	72,896
T2.2	Technical	72,834	74,473
T2.3	Technical	74,376	76,049
T2.4	Technical	75,919	77,627
T2.5	Technical	77,461	79,204
T2.6	Technical	78,999	80,776
T2.7	Technical	80,537	82,349
T3.1	Technical	82,311	84,163
T3.2	Technical	84,782	86,690
T3.3	Technical	87,253	89,216
T3.4	Technical	88,825	90,824
T3.5	Technical	90,819	92,862
T3.6	Technical	93,064	95,158
T4.1	Technical	94,985	97,122
T4.2	Technical	98,155	100,363
T4.3	Technical	101,332	103,612
T4.4	Technical	104,378	106,727
T5.1	Technical	107,684	110,107
T5.2	Technical	110,864	113,358
T5.3	Technical	114,041	116,607
T5.4	Technical	117,318	119,958
T6.1	Technical	119,208	121,890
T6.2	Technical	121,012	123,735
T6.3	Technical	122,851	125,615

LECTURING	2025	2026
Type of lecturing and associated working time assumed	2.25%	2.25%
Basic Lecture (1 hour of delivery and 2 hours associated working time)	187.88	192.11
Developed Lecture (1 hour of delivery and 3 hours associated working time)	250.51	256.15
Specialised Lecture (1 hour of delivery and 4 hours associated working time)	313.15	320.20
Repeat Lecture (1 hour of delivery and 1 hour associated working time)	125.26	128.08

TUTORING & WORKSHOPS	Salary per hour of tutorial or workshop delivered, where clause 124.1(a)(3) applies		Salary per hour of tutorial or workshop delivered, where clause 124.1(a)(2)	
	2025	2026	2025	2026
	2.25%	2.25%	2.25%	2.25%
Tutorial/Workshop delivery (1 hour of delivery and 2 hours of associated working time) For Final Year Advanced Diploma and above	\$135.07	\$138.11	\$160.27	\$163.88
Tutorial/Workshop delivery (1 hour of delivery and 1 hours of associated working time) Up to and including Diploma Level	\$94.98	\$97.12	\$94.98	\$97.12
Repeat Tutorial/Workshop	\$67.54	\$69.06	\$71.24	\$72.84



NURSE EDUCATION	Salary per hour of tutorial or workshop delivered, where clause 124.1(a)(3) applies		Salary per hour of tutorial or workshop delivered, where clause 124.1(a)(2) applies	
	2025	2026	2025	2026
Type of undergraduate clinical nurse education and associated working time assumed	2.25%	2.25%	2.25%	2.25%
Little preparation required (1 hour of delivery and 0.5 hours of associated working time)	\$67.54	\$69.06	\$80.12	\$81.92
Normal Preparation time (1 hour of delivery and 1 hours associate working time)	\$90.05	\$92.08	\$106.84	\$109.24

MARKING	Salary per hour of tutorial or workshop delivered, where clause 124.1(a)(3) applies		Salary per hour of tutorial or workshop delivered, where clause 124.1(a)(2) applies	
	2025	2026	2025	2026
Type of Marking	2.25%	2.25%	2.25%	2.25%
Standard Marking	\$67.54	\$69.06	\$80.12	\$81.92
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B Status	\$62.63	\$64.04	\$65.90	\$67.38

OTHER	Salary per hour of activity, where clause 124.1(a)(3) applies		Salary per hour of activity, where clause 124.1(a)(2) applies	
	2025	2026	2025	2026
	2.25%	2.25%	2.25%	2.25%
Other required academic activity	\$45.02	\$46.03	\$53.29	\$54.49



125. Attachment 2 - Determination Number 1

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

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**Batchelor
Institute**

IN THE FAIR WORK
COMMISSION

Matter number:

AG2025/2351

Employer:

**Batchelor Institute of Indigenous Tertiary
Education (Employer)**

Application:

Application for approval of the **Batchelor
Institute of Indigenous Tertiary Education
Union Enterprise Agreement 2025**
(Agreement)

Undertakings – Section 190

For and on behalf of the Employer, I, Katrina McGarvie:

1. declare that I have authority to give these undertakings on behalf of the Employer;
2. give the following undertakings with respect to the Agreement:
 - a. The 25% casual loading described in clause 5.5 of the Agreement will apply to all casuals employed under the Agreement, including General Staff (as defined in clause 5.20) employed on a casual basis.
 - b. If any Time Off in Lieu (TOIL) accrued in accordance with clause 17.6 or clause 17.7 of the Agreement remains untaken at the time of termination of employment, the Employee shall be paid for the number of accrued but untaken TOIL hours at their normal hourly rate payable for their ordinary hours of work.
 - c. Shift workers (as defined in clause 18.1 of the Agreement) will be paid the overtime rates in clause 17.14 of the Agreement for overtime worked on Monday to Friday outside of an Employee's ordinary hours of work.
 - d. The Employer will not engage casual employees for less than the minimum engagement period of 3 hours, unless it pays that employee for a minimum of 3 hours of work.

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

Date signed:	01/08/2025
For and on behalf of the Employer by:	Katrina McGarvie, Director (People of Culture)
Signature:	