

UCCollege

AT THE UNIVERSITY OF **CANBERRA**

ENTERPRISE AGREEMENT

2024-2027

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1. DURATION

- 1.1 This Agreement will operate from seven days after its approval by the Fair Work Commission on and will have a nominal expiry date of 1 June 2027.
- 1.2 The College and the Employees covered by the Agreement agree to commence negotiations for a new enterprise agreement three (3) months before the date the nominal expiry date of this Agreement.

2. APPLICATION

- 2.1 This Agreement is an 'Enterprise Agreement' made pursuant to section 172 of the *Fair Work Act 2009 (Cth)* (**the Act**).
- 2.2 This Agreement applies to and covers :
- (a) the National Tertiary Education Industry Union (NTEU) provided the NTEU gives notice to the FWC in accordance with the Act and the FWC notes in an approval of this Agreement that it covers and applies to the NTEU;
 - (b) the College; and
 - (c) Binds all Employees of the College with the exception of the College Director and Principal.

3. OPERATION OF THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

- 3.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the Employees, the NES provision will apply to the extent of the inconsistency.

4. TOTAL AGREEMENT/ NO EXTRA CLAIMS

- 4.1 There will be no further claims during the nominal life of this Agreement except where consistent with the terms of this Agreement.
- 4.2 This Agreement is a closed and comprehensive agreement that wholly displaces any award (existing or future) or any agreement, which but for the operation of the Agreement, would apply.

5. DEFINITIONS

- 5.1 **In this Agreement, unless inconsistent within the context of the subject matter:**

Academic Teaching staff means employees of the College whose work includes formal teaching, student contact and associated duties for the Diploma programs as defined below:

- (a) **Formal teaching**, which means any education delivery described in a course or unit outline, or in an official timetable issued by the College, and including the conduct, teaching, delivery or presentation of scheduled classes, lectures, tutorials, seminars, workshops, excursions and similar structured learning activities required by the College.
- (b) **Student contact**, which includes consultation with students outside formal teaching hours, supervision of students on excursions and other activities outside the College, supervision and assistance to students as required in study periods.
- (c) **Associated duties**, which includes preparation required for formal teaching, marking of essays, assignments and examinations, preparation of course or teaching materials, representation on behalf of the College externally, participation in meetings and other collegial activities of the College; and administrative duties as required.

Award means the **Educational Services (Post-Secondary Education) Award 2020**.

Board means the Board of Directors of the College.

College Director and Principal (CDP) means the College Director and Principal of the University of Canberra College Pty Limited, as appointed by the Board of Directors of the University of Canberra College.

College means the University of Canberra College Pty Limited.

Confidential information means information belonging to or licensed for the use of the College that is by nature confidential; is designated by the College as confidential; or which the employee knows or ought to know is confidential.

Contact hours means hours of work in which the employee is engaged in face to face teaching of students in scheduled classes.

Contract means a contract of employment to which these conditions are attached, together with any extensions as provided under these conditions. None of the benefits or obligations accruing under the contract of employment may be assigned, sub-contracted or otherwise divested by the employee without the College's Consent.

Contract material means all material including but not limited to documents, computer software, equipment, information and data stored by any means, which is used or created as part of or incidental to the employment or consultancy contract.

ELICOS means English Language Intensive Courses for Overseas Students.

ELICOS Teaching staff means employees of the College who's work includes teaching, student contact and associated duties for the ELICOS program as defined below:

- (a) **Formal teaching**, which means any English language delivery described in a course or unit outline, or in an official timetable issued by the College, and including the conduct, teaching, delivery or presentation of scheduled classes, seminars, workshops, excursions and similar structured learning activities required by the College.
- (b) **Student contact**, which includes consultation with students outside formal teaching hours, supervision of students on excursions and other activities outside the College, supervision and assistance to students as required in study periods.
- (c) **Associated duties**, which includes preparation required for formal teaching, marking of essays, assignments, assessments and examinations, preparation of course or teaching materials, representation on behalf of the College externally, participation in meetings and other collegial activities of the College; and administrative duties as required.

Employee means an employee of the College engaged in a position within the classifications in the Agreement, but not an employee in a position referred to in sub-clause 2.2 of the Agreement.

Employer means the College.

Formal teaching hours means hours of work in which the employee is engaged in formal teaching.

FWC means the Fair Work Commission established under the Fair Work Act 2009 (Cth).

Lecture means any education delivery described as a lecture in a course or unit outline or official timetable issued by the College, delivered by an academic staff member.

LOTE means Languages other Than English.

NTEU means the National Tertiary Education Union.

Party (to this Agreement) means the College and the NTEU.

Qualifications means Australian recognised or equivalent qualification to AQF level.

Small group classes mean classes not exceeding twenty-five (25) students, excluding ELICOS classes which will not exceed eighteen (18) students. At least fifty (50) per cent of each subject or unit will be comprised of small group classes, except in exceptional circumstances.

Subject means a subject or unit included in programs of study delivered by the College. Subjects are categorised as follows:

- (a) **Award** subject means a subject, other than an English preparation subject, which if successfully completed, will earn credit points toward a University of Canberra degree.
- (b) **Bridging** subject means a subject other than an award or an English Preparation subject, designed to prepare students for the content and skills needed for University study.
- (c) **English preparation subject** means a subject designed to enhance English language skills needed for either College or University study.

TESOL means Teaching English to Speakers of Other Languages.

Tutorial means any education delivery described as a tutorial in a course or unit outline or official timetable issued by the College.

6. EMPLOYMENT ARRANGEMENTS

6.1 Full-time employment

- (a) Full-time employment is employment for the normal or nominal weekly hours that is, thirty-five (35) hours per week.
- (b) At the time of engagement, full-time staff will be advised in writing of the terms of their engagement including a list of the main instruments governing the terms and conditions of the employment, position classification level and salary on commencement, whether a probationary period applies and, if so, the duration of the probationary period.

Continuing staff will be required to seek written approval from the CDP to engage in any other/ secondary employment that is currently or likely to be held at the University of Canberra or elsewhere. The College will not unreasonably withhold approval provided that there is no conflict of interest or the other/ secondary employment does not conflict with the work undertaken for the College.

6.2 Part-time employment

- (a) Part-time employment is employment for less than the normal or nominal weekly hours or full-time workload specified for full-time staff.
- (b) Part-time staff are entitled to that fraction of the salary payable to an equivalent full-time position that their hours or workload bear to the normal hours or workload specified for equivalent full-time staff. In addition, part-time staff are entitled to pro rata benefits and conditions of employment to which equivalent full-time staff are entitled. Where a time-based period applies to conditions of employment, part-time staff will serve the same calendar period as that applying to equivalent full-time staff as per business needs. Examples of time-based conditions include incremental progression; long service leave and probationary period.
- (c) At the time of engagement, part-time staff will be advised in writing of the terms of their engagement including a list of the main instruments governing the terms and conditions of the employment, position classification level and salary on commencement, the hours to be worked, whether a probationary period applies, and if so, the duration of the probationary period. The hours to be worked may be varied by agreement.

6.3 Types of employment

- (a) Employment in the College will be in the following types of employment:
- (i) Continuing employment**
Employment for an indefinite duration, on a full-time, part-time or other basis.
- (ii) Fixed-term employment**
- Employment for a specified duration, or until an ascertainable event occurs as set out in the contract of employment on a full-time, part-time or other basis. Essential features of fixed-term employment are that there is no expectation of continuity of employment and work performance must be consistently to standard/ expectation.
 - Fixed-term employment may only be terminated at the initiative of the College during its term under the probationary, invalidity retirement, misconduct and serious misconduct, and underperformance provisions of this Agreement.
 - College employees who have been engaged on two or more consecutive fixed-term employment contracts and have been performing the same or substantially the same work, will be converted to continuing employment (full-time or part-time) at the commencement of this Agreement, subject to an employee's satisfactory conduct and performance.
 - The use of fixed term employment will be limited to work where there is a definable work activity that has a starting time and is expected to be completed within an anticipated period. (Without limiting the generality of that circumstance, it will also include a period of employment provided from identifiable funding external to the College not being funding that is part of an operating grant from Government or funding comprised of payment of fees made by or on behalf of students.)
- (iii) Casual Employment**
- All casual employees are engaged and paid by the hour.
 - At the time of engagement, staff will be advised in writing of the terms of their engagement including a list of the main instruments governing the terms and conditions of the employment, and:
 - the duties required;
 - a the rate of pay for each class of duty required; and
 - a statement that any additional duties required during the term will be paid at the rate for the duty required. Casual staff will be required to disclose any other employment that is currently or likely to be held at the University of Canberra or elsewhere including with a competitor.
 - Casual professional staff are paid the ordinary hourly rate derived from the salary applicable to step 1 of the appropriate position classification for the work performed. A loading is paid in addition to the ordinary hourly rate, unless otherwise specified in this Agreement. The loading paid to casual professional staff, as part of the rates set out in Schedule 2, is paid instead of benefits not provided to casual professional staff, including paid leave, penalties and other loadings. The minimum period of engagement for professional casual staff is three (3) hours.

- Casual teaching staff will be paid a loading as part of the rates set out in Schedule 3. These rates include a loading instead of paid leave, penalties and other loadings. The minimum period of engagement for casual teaching staff is two (2) hours.

Casual employment is appropriate where an employee will normally be required to work an irregular pattern of hours based on business needs.

7. CONVERSION TO ONGOING EMPLOYMENT

7.1 Casual conversion to permanent employment will be in accordance with the NES.

7.2

7.3 Subject to clause 7.4, a fixed-term employee may convert to continuing employment (full-time or part-time) .

7.4 The:

- employee must be a current fixed-term employee who has been engaged as a fixed- term employee for a period exceeding two years;
- work the fixed-term employee is undertaking continues to be required for the foreseeable future;
- pattern of work the employee is performing is capable of being performed if the employee were a continuing employee under this Agreement;
- employee has fully performed the requirements of their role as expected and consistently met any agreed performance indicators;
- employee has completed and lodged the appropriate application form requesting the conversion;
- College must make a decision within two months of receiving an application;
- College may decide to convert the employee to continuing employment or fixed- term employment provided it is acting reasonably in the circumstances;
- College may decline a conversion request provided it is acting reasonably in the circumstances; and College must set out in writing for the employee the explanation for any decision made under this clause.

8. CLASSIFICATIONS

8.1 All employees are to be classified according to the classification structure and Work Level Standards set out in Schedules 1-3.

8.2 Positions will be classified at the level which most accurately reflects the work performed by the employee as required by the employer, taking in to account the skills and responsibilities required to perform that work.

9. SALARIES

9.1 **The minimum rates of pay for staff are listed in Schedules 1- 3 as follows:**

- Academic (annual) and ELICOS (annual and casual) levels at Schedule 1;
- Professional levels at Schedule 2; and
- Casual Academic staff at Schedule 3.

9.2 **Conversion formula - former University of Canberra staff**

- All continuing and fixed term staff who transferred from the University of Canberra to the College as at 1 December 2014 will be paid the rates as calculated from Schedules 1 and 2, with the application of the following conversion formula:
- Applicable pay rate x 1.11/ 1.17 = transition salary rate

- (c) (Where 1.11 represents the College superannuation contribution rate for continuing and fixed term staff and 1.17 represents the University of Canberra superannuation contribution rate.)
- (d) These transition salary rates will apply while the relevant staff retain the University of Canberra superannuation contribution rate.

9.3 Pay frequency

- (a) The College will make fortnightly salary payments (in arrears) through electronic funds transfer.
- (b) Casual staff will be paid on a fortnightly basis following submission of a valid and complete claim for payments via the designated system of the College.
- (c) Annual leave loading will not be payable as all salaries have incorporated this loading.

9.4 Incremental Advance

- (a) Employees are eligible for annual incremental progression within their respective salary ranges as outlined in Schedules 1 and 2 subject to satisfactory performance. An increment will only be withheld in accordance with clause 27 (Unsatisfactory performance / misconduct).
- (b) Casual employees are not eligible for incremental increases.

9.5 Appointment of Academic Staff for Diploma / Foundation / Enabling programs

(a) Academic 1

- (i) On appointment Academic teachers will be placed on a salary step commensurate with their qualifications and experience as follows:
 - Masters or PhD commences at minimum of step 4.
 - Recognised degree in education or other relevant area of minimum of 3 years full time, and a degree or graduate diploma in education commences on step 3.
 - Degree (minimum 3 years full-time) plus a recognised certificate or graduate certificate in education, commences on step 2.
 - Other qualifications not provided for, commences on step 1.
- (ii) In addition to the minimum start points provided above, Academic teachers will be appointed at a higher level in accordance with the following teaching experience counted as a documented full-time year of teaching:
 - 0-3 years teaching experience, no additional step,
 - 3-5 years, one additional step,
 - 5-8 years, two additional steps,
 - 8-10 years, three additional steps,
 - More than 10 years, four additional steps.
- (iii) Once appointed, staff will be granted increments on an annual basis, subject to satisfactory performance review.
- (iv) Unit Coordinator. Staff who are convening a subject/unit will be compensated through workload adjustments and not through a salary level.

(b) Academic 2

Staff appointed to coordinate a University award subject or enabling program, will be appointed as an Academic 2. In their first year of program coordination, the appointment will normally be made at step 1. Once appointed, staff will be granted increments on an annual basis, subject to satisfactory performance review.

(c) Academic 3

Staff appointed as an Academic Director, or as a Director of Studies (DoS) for ELICOS, will be employed as an Academic 3. Once appointed, staff will be granted increments on an annual basis, subject to satisfactory performance review.

9.6 Appointment of ELICOS staff

(a) ELICOS 8 step scale

(i) On appointment ELICOS teachers will be placed on a salary step commensurate with their qualifications and experience as follows:

- Masters for ELICOS, this qualification to be in TESOL or LOTE, or with an additional TESOL or LOTE qualification, commences at minimum of step 3.
- Recognised degree in education or other relevant area or graduate degree in TESOL/LOTE, commences on step 2.
- Degree (minimum 3 years full-time) plus a recognised TESOL certificate (minimum 100 hours), commences on step 1.

(ii) Once appointed, staff will only be granted increments on an annual basis, subject to satisfactory performance review.

(b) ELICOS Senior Teacher / ELICOS Coordinator

Staff employed as the ELICOS Senior Teacher or ELICOS Coordinator, will be appointed on ELICOS Salary Level step commensurate with their experience and will be granted increments on an annual basis subject to satisfactory performance review. A minimum of 5-years experience would be required.

(c) Academic 3

Staff appointed as the Director of Studies (**DoS**) for ELICOS, will be employed as an Academic 3. Once appointed, the DoS will be granted increments on an annual basis, subject to satisfactory performance review.

10. SUPERANNUATION

10.1 Except as provided in this Clause, the College will pay contributions on behalf of the employee to Unisuper or another superannuation fund that complies with the provisions of the Superannuation Guarantee (Administration) Act 1992 (**SG Act**), and which is mutually agreed between the College and the employee.

10.2 The College shall nominate a compliant default superannuation for employees and also offer a choice of super fund. The College will make superannuation guarantee contributions to a compliant superannuation fund selected by the Employee where such a choice is made.

10.3 The College will pay superannuation contributions in accordance with the SG Act.

10.4 Notwithstanding the above provision, all existing staff, who transferred from the University of Canberra as at 1 December 2014 and on transfer were receiving 17% superannuation contributions, will not be disadvantaged by any changes to superannuation under this Agreement and will retain their current superannuation arrangements, unless negotiated otherwise and agreed by both parties.

10.5 The College will not make contributions under this Clause in the following circumstances:

- (a) no contribution is payable in respect of the employee for any period when the employee is absent without pay;
- (b) the College will make contributions in respect of all days worked at the College by the

employee. Where the employee has not nominated their superannuation fund details and letter of compliance If applicable, they will be automatically enrolled into the College default fund.

The College is not required to make contributions to more than one fund.

11. ALLOWANCES

11.1 First Aid Allowance

- (a) Where an employee holds a current St John Ambulance first aid qualification or equivalent qualifications acceptable to the College or currently holds AHPRA Nurse Registration and is required by the College to be available to perform first aid duties, the employee will be paid a first aid allowance.
- (b) The first aid allowance will be paid pro rata each fortnight on the basis shown in the following table:

Level	Annual Amount applying from the first full pay period commencing on or after 1 June 2024	Annual Amount applying from the first full pay period commencing on or after 1 June 2025	Annual Amount applying from the first full pay period commencing on or after 1 June 2024
First Aid Level 2 (Senior) or First Aid Level 3 (Advanced)	\$838.35	\$867.69	\$898.06
Occupational First Aid Certificate, or ACT Registered Nurse	\$905.78	\$937.48	\$970.29

- (c) Entitlement to the first aid allowance will lapse when an employee does not maintain the currency of the qualification as required by the accrediting authority or if the College informs an employee in writing that the employee is no longer required to be available to perform first aid.
- (d) First aid allowance is not payable during any periods of leave without pay, unapproved absence or any other leave where such leave is for a continuous period in excess of three (3) months.
- (e) First Aid officers will be employed under the allowance scheme and responsibility to maintain current certification is the responsibility of the employee.
- (f) An additional First Aid officer may be required for accompanying students on excursions / activities from time to time.
- (g) In the event the College requires additional first aid qualified staff, the cost of first aid certification will be covered by the College however no loading will be paid in addition.

11.2 Higher duties allowance

- (a) An employee may be appointed to perform temporarily some or all of the duties of a higher classified position.
- (b) Transferring an employee to higher duties will only be used where an employee transfers to a new position to cover temporary backfill requirements.
- (c) An employee may decline to undertake higher duties if there are special circumstances preventing them from doing so such as health reasons or family responsibilities.

- (d) A higher duties allowance will be paid to staff performing higher duties for a period of at least five (5) consecutive working days.
- (e) Where all the duties of the more senior position are required by the College to be undertaken, the relieving employee will be paid the full differential between their salary and the minimum of the range applicable to the more senior position as well as the full reduction in contact hours. A relieving employee not assuming all the duties of the more senior position will receive an allowance and contact hour reduction proportionate to the degree of responsibility undertaken during the period of acting.
- (f) Higher duties allowance is not payable to an employee when on periods of leave in excess of five (5) consecutive working days, where the period of acting is for a period of three (3) months or less. Where in good faith the period of acting has unexpectedly extended beyond three (3) months, the employee will be entitled to payment at the higher rate for any paid leave accrued and taken during the entire period of acting.
- (g) Whenever an employee performs higher duties which then in aggregate total more than twelve months within a twenty four month continuous period, they shall be granted an applicable salary increment for the higher classified position.
- (h) An employee who has been acting in a higher duty position for a continuous period in excess of twelve (12) months immediately preceding cessation of employment will receive payment of all entitlements on cessation of employment at the higher rate of pay.

12. PROBATION

- 12.1 During the probation period the staff member will be given a reasonable opportunity to learn what is required for satisfactory performance and to improve/change any unsatisfactory aspects of performance discussed at mid-term and final reviews. If, at any time, the supervisor has any concerns about the staff member's performance or conduct, these will be discussed as soon as reasonably practicable and the supervisor will:
- (a) Clarify performance standards and outline expected performance improvements;
 - (b) Take account of the staff member's response to concerns;
 - (c) Advise the timeframe for the review period; and
 - (d) Note that, if performance standards are not met, probation may be extended or employment may be terminated .
- 12.2 The probation period will be three (3) months unless the letter of appointment contains a longer period. The probation period may only be extended for a period not exceeding the original probationary period.
- 12.3 At the conclusion of the probation process the appointment will either be confirmed or terminated, subject to the determination of any related application for review.
- 12.4 If a decision is made to terminate employment, the staff member may seek a review by the CDP outlining the staff member's response to the concerns raised about performance and/or conduct within five (5) working days. The staff member will be suspended without pay pending the outcome of the review but, if reinstated, the staff member will be paid for the period of the suspension.
- 12.5 When offering a continuing appointment to a fixed-term employee who is still on probation the College may reduce or waive the probation period in consideration of any probation period that the employee has already completed.

13. HOURS OF WORK

- 13.1 Staff will be allocated a workload that is manageable within their ordinary hours of work. Formal arrangements in advance will be required for approval of overtime payment or time in lieu if staff work outside, or in excess of, ordinary hours.
- 13.2 The College will take all reasonable positive steps to ensure that employees are not working hours of work outside of, or in excess of, the standard working hours contemplated by this Agreement (including pro-rata for part-time employees), except where formal arrangements have been entered into according to its terms, in respect of that additional work.

13.3 Professional Staff

The ordinary hours of work required for a full time professional staff member will be:

- (a) 35 hours per week which may be averaged over an agreed period;
- (b) Monday to Friday excluding public holidays; and
- (c) Between the span of hours of 7.00 am and 7.00 pm.

13.4 Academic Teaching staff

- (a) Ordinary hours of work for Academic teaching staff will be thirty-five (35) hours per week which may be averaged over an agreed period. Such hours will be worked between 8.00 a.m. and 9.30 p.m. Monday to Friday inclusive. Scheduled teaching on a weekend will only be allocated by agreement with the affected staff member, unless a contract of employment contains an obligation to perform weekend work.
- (b) Subject to agreement between a staff member and their manager, the College will annualise the hours of class contact in such a manner that they are averaged over 12 months, or where the contract of employment is for less than a calendar year, for the period of employment.
- (c) Within such hours the following conditions will apply:
 - (i) Full-time teaching staff, will teach a maximum of 810 contact hours for a maximum of 45 weeks per year.
 - (ii) Contact hours will be limited to a maximum of 18 hours per week for full-time teaching staff .
 - (ii) Evening classes will be scheduled to conclude no later than 9.00 pm.
 - (iii) An employee, by written agreement with the College Director and Principal, may reduce formal teaching hours in consideration of other duties required by the College .

13.5 Academic Teaching Workloads

- (a) The College will ensure that workloads are equitable and transparent.
- (b) The College will develop guidelines to manage workloads which will take in to account:
 - (i) Modes of delivery;
 - (ii) The level of courses;
 - (iii) Supervision of staff and students;
 - (iv) The number of students taught by the staff member;
 - (v) Small and large group classes;
 - (vi) Staff development requirements;
 - (vii) Internal and external work; and
 - (viii) Administration.
- (c) The guidelines will be finalised before the commencement of any year and used as a

benchmark for allocation of teaching workloads on an annualised basis.

- (d) The College recognises that reductions in face-to-face teaching loads need to be made for teaching related activities above normal unit preparation, delivery and assessment. These activities include:
 - (i) Curriculum development;
 - (ii) Unit and course preparation beyond that normally expected;
 - (iii) Unusually high marking loads;
 - (iv) Administration loads such as re-accreditation or third party audits; and
 - (v) Other teaching related activities as agreed.
- (e) In the period prior to census date:
 - (i) a teacher and their Program Coordinator should discuss the likely student numbers for their course(s);
 - (ii) the discussions should be undertaken with the Program Coordinator and teacher acting reasonably;
 - (iii) the teacher and Program Coordinator should seek to reach agreement on the size of the class to optimise the size of the class without compromising acceptable academic outcomes;
 - (iv) if the teacher and Program Coordinator cannot reach agreement on the size of the class, the discussions should involve the Academic Director;
 - (v) the Academic Director should attempt to reach agreement on the class size in discussions with the teacher and Program Coordinators; and
 - (vi) if the Academic Director, teacher and Program Coordinator cannot reach agreement on the size of the class, the Academic Director will determine the class size acting reasonably.
- (f) Given the nature of the College operations, the process in clause 13.5(e) is intended to be iterative up to the census date as student numbers change during the period leading up to the census date. This may require an open and ongoing dialogue up to the census day concerning the size of a class.
- (g) In seeking to reach agreement on the size of a class, those involved in the discussions should have regard to:
 - (i) the views of the teacher concerned;
 - (ii) the views of the Program Coordinator;
 - (iii) the size of the class compared to other classes;
 - (iv) whether the size of the class is likely to adversely affect educational outcomes; and
 - (v) the optimal class size.
- (h) Despite the process at clause 13.5(e), if, at any time a teacher disputes a proposed class size, the dispute may be dealt with in accordance with clause 31 (Dispute and Grievance Resolution).

13.6 **Small Group Classes (as defined)**

Where a Small Group Class has more than 25 students still enrolled at the census date, the College shall take such steps as are required to limit the small group class to 25 students. These steps could include:

- (a) creating an additional class; and / or
- (b) transferring students to alternative classes.

13.7 **ELICOS staff**

- (a) The following conditions will apply:
 - (i) The ELICOS Co-ordinator will teach a maximum of 540 contact hours for a maximum 45 weeks per year.
 - (ii) The ELICOS Senior Teacher, will teach a maximum of 720 contact hours for a maximum of 45 weeks per year.
 - (iii) The ELICOS Teachers, will teach a maximum of 20 hours face to face teaching per week with a maximum of 900 contact hours for a maximum of 45 weeks per year.
 - (iv) Evening classes will be scheduled to conclude no later than 9.00 pm.

13.8 **ELICOS Workloads**

- (a) The College will ensure that workloads are equitable and transparent.
- (b) The College will develop guidelines to manage workloads which will take into account:
 - (ii) Modes of delivery;
 - (iii) The level of courses;
 - (iv) Supervision of staff and students;
 - (v) The number of students taught by the staff member;
 - (vi) Small and large group classes;
 - (vii) Staff development requirements;
 - (viii) Internal and external work; and
 - (ix) Administration.
- (c) The guidelines will be finalised before the commencement of any teaching period and used as a benchmark for allocation of teaching workloads on an annualised basis.
- (d) The College recognises that reductions in face-to-face teaching loads need to be made for teaching related activities above normal unit preparation, delivery and assessment. These activities include:
 - (i) Curriculum development;
 - (ii) Unit and course preparation beyond that normally expected;
 - (iii) Unusually high marking loads;
 - (iv) Administration loads such as re-accreditation or third party audits; and
 - (v) Other teaching related activities as agreed.

13.9 **Meal Breaks**

- (a) All staff including casual staff are entitled to take a minimum half hour unpaid meal break after each five (5) hours of work.

13.10 **Tea breaks**

- (a) Full-time and part-time staff will be allowed a maximum ten (10) minute paid tea break each morning and afternoon.
- (b) Casual staff will be allowed a maximum ten (10) minute paid tea break within each three and a half hours of continuous employment per day.

14. **LOCAL CONSULTATIVE COMMITTEE (LCC) MEETINGS**

- 14.1 The parties agree that it is necessary for the effective relationship of the College and employees under this Agreement that employees be well informed and represented in relation to their employment.
- 14.2 The College and its employees will establish a joint Local Consultative Committee (LCC) which will monitor the implementation of this Agreement and other workplace Issues.

- 14.3 The LCC will comprise of nominees of the College, one of whom will be the College Director or their nominee, and up to three employee representatives.
- 14.4 The LCC will meet prior to each teaching term and (three times per year) and then as required if any member requests a meeting.
- 14.5 A record will be kept of meeting outcomes, including the rationale for any decisions where consensus cannot be reached.

15. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 15.1 The right of an employee to request a flexible work arrangement is set out in the NES. This clause is a guide to that right, which provides that an employee may request a change in working arrangements (a Flexible Working Arrangement) where the Employee:
- (a) is a parent, or has responsibility for the care of a child who is of school age or younger;
 - (b) is a carer (within the meaning of the carer as per the Carer Recognition Act 2010 (Cth));
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing family and domestic violence; or
 - (f) is providing care and support to a member of the Employee's family or household because that person is experiencing family and domestic violence.
- 15.2 A Flexible Working Arrangement includes a change from full-time to part-time work, changes in hours of work, changes in patterns of work and changes in the location of work.
- 15.3 The Employee must request the Flexible Working Arrangement in writing and set out details of the change sought and the reasons.
- 15.4 Where an Employee on Parental Leave wishes to make a request for Flexible Working Arrangements on return, such a request should be made as soon as possible before the date upon which the Employee is due to return.
- 15.5 The College must respond in writing within 21 days stating whether the request is granted or refused. Requests can only be refused on the basis of reasonable business grounds.

16. OVERTIME

16.1 Professional staff

- (a) Subject to the following provisions, overtime is payable to professional staff for any time worked outside their normal hours of work specified in this Agreement provided that the College has directed or subsequently approved the working of the overtime.
- (b) Where a part-time Employee agrees to work hours in a week that are in addition to their regular hours of work a week, but not in excess of thirty-five (35) hours per week, they will be paid at the ordinary hourly pay rate for each additional hour worked. An agreement by a part-time Employee to work additional hours in a week is not an agreement to permanently vary the regular hours of work (see clause 6.2(c)).
- (c) The College may require staff to work reasonable overtime at rates prescribed in this Clause. Wherever possible, staff will be given at least forty-eight (48) hours' notice of any overtime to be worked. Where such notice is not given, an employee will not be required to work overtime if the employee satisfies the College that they cannot work overtime on that day. The College will endeavour to minimise the amount of overtime worked and will take into account any information an employee provides regarding their individual circumstances, particularly family and community commitments, before requiring an employee to work overtime.
- (d) Staff employed (including acting) in classifications at or above Professional 8 are not entitled to overtime payments or time off except in exceptional circumstances where the extra duty is regular and excessive compared with work by staff generally at the same level

over a long period of time.

16.2 Time off instead of overtime payment

- (a) If a professional employee works overtime the professional employee is entitled to be paid for overtime work, unless there is an agreement for the employee to time off instead of overtime. Where the professional employee and the College agree that the employee shall be entitled to time in lieu for overtime worked the College may, instead of paying overtime, give the employee time off for a period equal to the overtime hours that would have been payable. For example, four (4) hours overtime worked at double time is equal to eight (8) hours' time off instead of overtime payment. An employee may request a written statement of any agreement made under this sub-clause. On termination of employment for any reason, the College shall pay a professional employee for any accrued time off in lieu of overtime worked by the employee that had not been taken by the termination date at the overtime rate applicable at the time the overtime was worked;
- (b) The maximum number of hours of time off that may be accumulated will be thirty-five (35) hours.
- (c) Time off will be taken at a mutually agreed time within three (3) months of the time that the overtime was worked. If agreement cannot be reached within one month on time off, an overtime payment will be made.
- (d) Where the limits provided for in this Clause are exceeded, payment of overtime will be made at the rate applicable at the time that the overtime was worked.
- (e) The following table summarises the circumstances where overtime is/is not payable for different categories of staff. For staff approved to participate in flex time, the table does not apply and hours will be managed in accordance with flex time.

Circumstance	Continuing/fixed term Staff (Including Part Time)	Casual Staff
Worked in excess of thirty-five (35) hours per week.	Yes	No
Worked outside normal hours (as defined in clause 13).	Yes	No
Worked in excess of seven (7) hours per day.	Yes	Yes
Less than ten (10) hours between ceasing and recommencing work .	Yes	Yes

- (f) The applicable overtime rate is specified in the following table:

Day Worked	Overtime Rate (% of Ordinary Hourly Pay Rate)
Monday to Saturday other than a holiday	150% for the first three (3) hours, 200% thereafter.

Sunday other than a holiday	200% (subject to Sunday duty below)
Holiday	250%

- (g) Overtime is calculated to the nearest quarter of an hour of the total amount of overtime to be claimed in each fortnightly period.
- (h) Where a casual employee works overtime, the overtime rate is in substitution for, and not cumulative upon, the casual loading.

16.3 Sunday duty

An employee who has been required to perform, and has performed, in addition to their prescribed hours of duty for the week a full day's duty on Sunday will, wherever practical, be granted a day off with pay during the five (5) days succeeding that Sunday, and in such cases the payment for Sunday attendance will be one (1) days' pay at the ordinary hourly pay rate.

16.4 Overtime - minimum payment

- (a) Where an employee is required to perform overtime duty, and such duty is not continuous with ordinary duty, the minimum overtime payment payable for each separate attendance is three (3) hours at the prescribed overtime rate.
- (b) An attendance that includes midnight is taken to be one period, provided that the minimum overtime payment is calculated at the highest rate applicable to either day.
- (c) For the purposes of determining whether an overtime attendance is or is not continuous with ordinary duty, or is or is not separate from other duty, meal periods are to be disregarded.

16.5 Overtime meal allowance

- (a) Where an employee is entitled to a meal break under this Agreement but not entitled to payment for that meal break, the following allowance will be paid

Overtime Meal Allowance from the first full pay period commencing on or after 1 June 2024	Overtime Meal Allowance from the first full pay period commencing on or after 1 June 2025	Overtime Meal Allowance from the first full pay period commencing on or after 1 June 2026
\$25.00	\$25.88	\$26.79

for each occurrence provided the employee is also:

- (i) required to work more than two (2) hours overtime after completion of the employee's ordinary hours of work; or
- (ii) required to perform duty after a meal break which occurs after the completion of the employee's ordinary hours of work for the day; or
- (iii) required to perform duty before the commencement of the employee's ordinary hours of work and the employee takes a meal break; or
- (iv) required to perform duty on a Saturday, Sunday or on a Public Holiday, in addition to the employee's normal weekly hours of work.

16.6 Rest relief after overtime

- (a) An employee who works approved overtime is entitled to a minimum of ten (10) hours break between the end of overtime worked on the day, and the start of ordinary hours of work of the next day . Where the employee's ordinary working time commences less than ten (10)

hours after the employee has finished work, they will not be required to attend work until that period has elapsed.

- (b) In circumstances where it is impossible to release an employee for ten (10) consecutive hours, the employee will be paid at least double time for all hours worked on commencement of duty until able to take a ten (10) hour break.

17. LONG SERVICE LEAVE

17.1 Long service leave will be paid as a minimum in accordance with the long Service Leave Act 1976 (ACT), as amended from time to time .

17.2 Staff will accrue long service leave credits at the rate of 6.5 working days per year of continuous service with the College. After seven (7) years' service with the College a period of leave will be granted or a pro rata payment will be made to the staff member, subject to the provisions of the Long Service Leave Act 1976 (ACT).

17.3 For the purposes of this Clause, the following definitions apply:

'Recognised employment' and **'prior service'** are defined below:

- (a) **'Recognised employment'** For all Employees in Continuing employment or Fixed Term employment and who transferred from the University of Canberra to the College as at 1 December 2014, the College will recognise prior service, as defined below, only with the University of Canberra, unless otherwise approved by the College.
- (b) **'Prior service'** counts for the purposes of accruing long service leave, subject to any break between periods of recognised employment being no more than two (2) months, unless otherwise approved by the College. An appropriate adjustment to long service leave credits will be made where an employee is paid out for long service leave by a recognised employer.
- (c) Existing entitlements to recognised employment and prior service that were previously approved by the College are unaffected by this Clause.

17.4 Applications for long service leave should be submitted at least four (4) weeks before the proposed date of commencement of the leave. Applications for long service leave will not be unreasonably refused. Long service leave will be taken at times convenient to the College and in any case must minimise disruption to the College.

17.5 Pay in advance for long service leave will only be permitted where long service leave is taken for more than sixty (60) consecutive working days.

17.6 Subject to the conditions governing annual leave, an employee may add annual leave to the beginning or end of a period of absence on long service leave. Where a public holiday occurs during the period that an employee is absent on long service leave, no deduction will be made for that public holiday from the employee's long service leave credit.

17.7 If an employee is ill during long service leave for a period in excess of three (3) consecutive working days and sends immediately on recovery an application for personal leave accompanied by a medical certificate by a health professional, the period stated in the application will be debited against personal leave credits, if available, and will be re-credited to the employee's long service leave entitlement. No such recredit will be granted to an employee in respect of long service leave taken immediately before retirement, resignation, redundancy or termination of employment.

17.8 The College may direct an employee with more than 18 weeks long service leave credit to proceed on leave of up to 13 weeks provided that 12 months' minimum written notice is given. However, the College would not normally require a staff member who has made a formal commitment to retire at a given date to take long service leave during their last two (2) years of employment.

17.9 Salary for long service leave purposes includes allowances that would normally be paid in respect of an employee's ordinary duties, but excluding shift penalty payments, overtime payments and payments in the nature of a restriction allowance, and any other allowance that is claimed on occurrence. First aid allowance is not payable where long service leave is approved for a continuous period in excess of three (3) months.

17.10 Unless otherwise specified in this Agreement, where higher duties payment or other loading has been in force for at least twelve (12) months immediately before taking long service leave, that amount will be included in the calculation of salary while on long service leave.

18. PARENTAL LEAVE

18.1 Parental Leave is leave associated with childbirth, surrogacy or adoption.

18.2 But for provisions that relate directly to the health of a birth mother or post natal support, the Parental Leave provisions in this agreement will be applied equally and without discrimination on the basis of sex or sexuality.

18.3 The first twenty (20) weeks of paid parental leave will count as service for all purposes. Unpaid parental leave does not constitute a break in service.

18.4 An application to take any type of parental leave must be submitted not less than ten (10) weeks before the expected date of birth or eight (8) weeks before the expected start of leave in the case of Adoption / Intended Parent (surrogacy) Leave. A staff member will support an application for Parental Leave with a medical certificate stating the expected date of birth of the child or relevant adoption papers, and documentation or declarations from the staff member(s) to verify any entitlement. The College may direct the birth mother to begin parental leave at any time within six (6) weeks of the expected date of birth, provided it gives ten (10) working days' notice, unless the employee has a medical certificate stating that she is fit for work.

18.5 When an employee is taking custody of a child pending adoption or surrogacy, they must give the College at least eight (8) weeks notice in writing of the intention to take parental leave, unless adoption agency or surrogacy circumstances make this impossible.

18.6 Once an employee has notified the College they are pregnant, the College will ensure that the working conditions are safe. If necessary, the College will modify the employee's duties or move them to a new position or, where a health professional certifies it to be necessary, require them to take part of their paid parental leave.

18.7 If an employee is unable to work full-time due to pregnancy, the employee may apply to reduce their paid hours of employment for a period, provided the employee supplies a medical certificate. The College will not unreasonably refuse an application, subject to its operational requirements.

18.8 Where there is any material change in circumstances during parental leave, e.g. the child dies, or the staff member ceases to be the primary care-giver, or adoption or surrogacy plans do not proceed, the staff member must inform the College as soon as possible. The staff member will be entitled to return to work within four (4) weeks of notification or the College may require the staff member to return to work within four (4) weeks of notification, subject to any available parental or personal leave, supported by a medical certificate.

18.9 Paid parental leave will be granted at the staff member's substantive salary.

18.10 A full time employee returning to work after parental leave may apply to resume work on a part - time basis.

18.11 In other circumstances the staff member may also request an earlier return to work and the College will not unreasonably refuse, subject to operational requirements.

18.12 A staff member will be entitled to return from parental leave to the same position they held before taking leave, unless there has been a significant change in the College's requirements. If there has been such a change, the College will make reasonable attempts to contact the employee and to take the employee's views into account. The employee is required to give no less than four (4) weeks notice of intention to return to work.

18.13 If a staff member becomes ill during a period of unpaid parental leave, and that illness is substantiated by a medical certificate, the staff member may take that period as personal leave within their existing entitlement.

18.13 Fixed-term staff members are entitled to parental leave, provided they meet notice and supporting documentation requirements, during the period covered by their contract.

18.14 The provision of parental leave will not be grounds for a refusal by the College to offer further

employment.

- 18.15 Casual staff who are eligible under s67(2) of the Fair Work Act 2009 (Cth) as amended from time to time are entitled to all forms of Parental Leave under this Clause on an unpaid basis only.
- 18.16 For continuing, and fixed-term staff the parental leave entitlements outlined below apply after twelve (12) months continuous College service, or pro rata for lesser service. Casual service does not count for the purposes of access to paid entitlements. The basic entitlements and conditions for parental leave are set out in the following table.

Provision	Entitlement	Conditions
1. Paid Maternity Leave	Up to twenty (20) weeks continuous leave taken within the twenty-six (26) week period that starts six (6) weeks before the nominal expected birth date and finishes twenty (20) weeks after delivery i.e. twenty (20) weeks leave on full pay or forty (40) weeks on 50% of salary.	Expectant birth mother, supported by medical certificate. Birth mother is expected to give four (4) weeks notice of the start of paid maternity leave.
2. Surrogate Mother Paid Leave	Up to twelve (12) weeks continuous leave taken within the twenty (20) week period that starts six (6) weeks before the nominal expected birth date and finishes twelve (12) weeks after delivery.	Expectant surrogate mother, supported by medical certificate. Surrogate mother is expected to give four (4) weeks notice of the start of paid surrogate mother leave.
3. Paid Miscellaneous Leave for antenatal purposes	One (1) day a month for each of the final three months of pregnancy.	Antenatal purposes.
4. Paid Maternity Leave in the event of miscarriage / stillbirth	Twelve (12) weeks	Pregnancy lasted at least twenty (20) weeks and ended in miscarriage or still birth. Medical certificate is required.
5. Paid Partner leave	Five (5) days paid leave to be taken within the seven (7) week period which starts a week before the expected date of birth and concludes six (6) weeks after the birth.	A medical certificate attesting to the pregnancy is required.
6. Paid Primary Care-giver Leave for partner	Eight (8) weeks paid leave immediately following the first twelve (12) weeks of any maternity leave.	Partner of mother is also employed by the College. Combined paid leave for both partners may not exceed twenty (20) weeks. Only one partner may be on paid primary care-

Provision	Entitlement	Conditions
		giver leave at one time
7. Unpaid Primary Care-giver Leave	Primary Care-giver: up to twenty four (24) months minus Paid Parental Leave (where both parents are employed by the College, the 24 months can be shared between parents).	Parents, with four (4) weeks' notice, have one opportunity to apply for an extension of unpaid leave; this leave will not be available to the parent after the child's second birthday. In all of these cases Long Service Leave and annual leave can replace some or all of the unpaid leave.
8. Paid Miscellaneous Leave and Time Release: postnatal	Up to one (1) day a week paid miscellaneous leave after return to full-time work and before child's first birthday to assist in maintaining or re-establishing the birth mother's career; for facilitating care arrangements and/or for breastfeeding plus regular paid breaks for breastfeeding	Birth mother has returned to full-time work. Child is under one year of age.
9. Paid Adoption / Intended Parent (Surrogacy) Leave	Up to twenty (20) weeks from date of placement birth or custody plus up to two (2) days paid miscellaneous leave for interviews or examinations required by adoption procedure.	The child is under five (5) Years of age at time of placement. Parent is employed by the College. Parent has statement from appropriate government authority about the adoption and/or surrogacy.
10. Unpaid adoption / Intended Parent (Surrogacy) Leave	A further continuous period of up to thirty-two (32) weeks leave without pay for primary care-giver.	Parent is expected to give eight (8) weeks notice of the start of paid parental leave. At least nine (9) weeks notice is required. Long Service Leave and Annual Leave can replace some or all of the unpaid leave.

19. PERSONAL LEAVE

- 19.1 Staff will accrue a personal leave entitlement of twenty (20) working days per year, accrued on a daily basis. Part-time staff are entitled to personal leave on a pro rata basis. In addition, on appointment, each new employee will be credited with five (5) working days personal leave or pro rata equivalent for part-time employees.
- 19.2 Personal leave taken will be deducted from the accrued entitlement set out in this Clause.

19.3 Personal leave will be granted to staff in circumstances described in the following table:

Circumstance	Evidence Required for Absences of	Type of Evidence Required	Maximum Allowable Paid Absence
Where an employee is unfit to attend duty due to illness or injury or to attend a medical appointment	Less than three (3) consecutive days		Up to available credits, thereafter annual leave or long service leave within available credits or leave without pay
	Three consecutive days or more. The College may require an employee to provide a medical certificate in respect of absences for a lesser period where such a request is reasonable given the nature and history of an employee's pattern of absence from the workplace.	Medical certificate from health professional	
For care of a family member who is ill or injured, where the employee has a caring responsibility	Less than three (3) consecutive days		Within available credits, up to fifteen (15) days in any combination in any calendar year. Thereafter annual leave or long service leave within available credits or leave without pay
	Three consecutive days or more.	Medical certificate from health professional	
To deal with emergency situations	Two (2) days or more	Supporting evidence	Within available credits, up to fifteen (15) days in any combination in any calendar year. Thereafter annual leave or long service leave within available credits or leave without pay.
For compelling personal reasons, including family responsibilities	One (1) day or more	Supporting evidence	
Attendance at own graduation ceremony	One (1) day or more	Supporting evidence	Up to two (2) days. Thereafter, annual leave or long service leave within available credits or leave without pay.
Moving residence	One (1) day or more		

- 19.4 For the purposes of personal leave, 'family member' and 'caring responsibility' will be subject to the following conditions:
- (a) the employee must have responsibility for the care of the person concerned and must be supported by a medical certificate certified by a health professional stating that the illness of the person concerned is such as to require care by the employee where the absence is for at least three (3) consecutive working days or longer; and
 - (b) the person concerned must be a member of the employee's immediate family, which includes spouse (including de facto spouse and same sex partner), former spouse, child, adult child, parent, grandparent, grandchild, or sibling of the employee or of the spouse.
 - (c) These provisions may be extended with the approval of the College to staff who are in a bona fide caring relationship other than as defined above.
- 19.5 Staff must advise their relevant supervisor as soon as possible of an absence, or their intention to be absent, on personal leave. Approval for personal leave must be sought at the earliest opportunity and usually no later than one (1) working day after resuming duty from personal leave. Under exceptional circumstances, the College may approve the taking of personal leave on a half pay basis. Where half pay personal leave is approved, the accrual of leave benefits will continue on a full-time basis.
- 19.6 Where there are periods of extended personal leave, of greater than ten (10) working days, the CDP may require a medical certificate from the staff member, even though the staff member has not returned to work.
- 19.7 Unused personal leave will not be paid out on termination of employment or under any other circumstances.
- 19.8 The College may require an employee to undertake an independent medical examination by a health professional of the College's choosing and at the College's cost where the College considers such a requirement appropriate. The College will give the employee two (2) weeks notice of such requirement.
- 19.9 The CDP may consider personal leave in excess of that specified in this Clause under exceptional circumstances.

20. LEAVE WITHOUT PAY

- 20.1 The College may grant leave without pay for appropriate reasons including, but not limited to:
- (a) educational or related training activities;
 - (b) observing holy days or attending essential duties associated with a religious faith;
 - (c) fulfilling ceremonial obligations for members of Aboriginal and Torres Strait Islander communities;
 - (d) accompanying a partner in relation to employment outside the ACT;
 - (e) employment with another organisation, which is in the interests of the College;
 - (f) military service and training;
 - (g) to contest parliamentary or local government elections;
 - (h) parental and family responsibilities;
 - (i) illness or injury where personal leave credits are exhausted; and
 - (j) for other purposes where other types of leave have been exhausted.
- 20.2 Leave without pay will not count as service for the purpose of calculating any leave entitlements.
- 20.3 Except for leave without pay for parental leave or for personal illness or injury, the College will normally require, and may request, that staff take annual and/or long service leave credits before commencing a period of leave without pay.

- 20.4 No payment will be made for a holiday falling within a period of leave without pay. In approving a period of leave without pay, the College will determine whether a holiday occurring immediately before or immediately after the period of leave without pay will be paid or unpaid.
- 20.5 Applications for leave without pay must be submitted as follows:
- (a) for a period of ten (10) working days or less, the relevant Supervisor is to be notified at least two (2) weeks before the commencement of the leave without pay period; or
 - (b) for a period of more than ten (10) days, the CDP is to be notified at least one (1) month before the commencement of the leave without pay period; or
 - (c) The College may, in special circumstances, consider applications for leave without pay where a lesser notice period than that specified in this Clause is given.
- 20.6 Periods of leave without pay covered by certificated illness or injury will be approved subject to personal leave provisions and an application being submitted at the earliest opportunity.
- 20.7 No allowances will be paid during periods of leave without pay.
- 20.8 With the exception of Illness resulting from pregnancy or childbirth, there is no entitlement to any other form of leave if the leave sought coincides with an approved period of leave without pay.

21. MISCELLANEOUS LEAVE & FAMILY & DOMESTIC VIOLENCE LEAVE

- 21.1 Miscellaneous leave will be granted at the employee's substantive rate of pay in the following circumstances:
- (a) on the death or life-threatening illness or injury, of an immediate family member, as defined in clause 17, or household member (up to three (3) days); or
 - (b) for jury service; or
 - (c) for attendance as a witness in industrial proceedings that directly affect the College; or
 - (d) volunteers for blood donation; or
 - (e) for antenatal and postnatal purposes as outlined in Clause 16 (Parental leave).
- 21.2 Miscellaneous leave would normally be granted, subject to operational requirements, in circumstances including but not limited to:
- (a) participation in State Emergency Services activities or to assist in state of emergency situations such as bushfire, flood and earthquake as a member of a relevant voluntary organisation; or
 - (b) attendance as a subpoenaed witness in court proceedings; or
 - (c) other circumstances considered on a case-by-case basis.
- 21.3 An employee must inform the College as soon as possible of an absence, or an intention to be absent, on miscellaneous leave. Applications for miscellaneous leave must be submitted at the earliest opportunity and no later than one (1) working day of resuming duty. Where such an application is not approved, the absence will be covered by annual leave, flextime or leave without pay.
- 21.4 The College may require evidence to support requests for miscellaneous leave on a case-by-case basis. The College will seek reimbursement of monies received by an employee for jury service.
- 21.5 There is no entitlement to miscellaneous leave if the leave sought coincides with any other approved period of leave.

Family and Domestic Violence Leave

- 21.6 Employees are entitled to access paid family and domestic violence leave in accordance with the NES.
- 21.7 In circumstances where staff are experiencing domestic violence and/or abuse, the College is committed to providing support in the following ways:

- (a) Any such circumstances will be kept confidential, with no information kept on an individual's personnel file without their express permission;
- (b) leave will be made available under this Clause for associated time off such as medical appointments, legal proceedings, seeking safe housing and other such events; and
- (c) Protocols will be developed to support staff in such circumstances or other ways such as; changes to hours of work; relocation to another position or physical location where possible; changes to work contact details (phone, email etc.); other such arrangements.

22. ANNUAL LEAVE

22.1 Full-time staff will be entitled to annual leave of four (4) weeks' per year, accrued on a daily basis. Part-time staff are entitled to annual leave on a pro-rata basis.

22.2 Annual leave is seen as an essential break from work and generally should not be allowed to accumulate excessively. All staff are expected to plan and take their leave regularly as part of their sound workplace health and safety practices. Staff are entitled to take annual leave of up to twenty (20) working days in an unbroken period. Longer unbroken periods of annual leave may be approved subject to the operational needs of the College. The conditions and exceptions to the taking of annual leave are shown in the following table:

22.3 Annual leave conditions and exceptions

	Conditions	Exceptions
1. Applications for leave	Two (2) weeks' notice before the proposed start of leave; submitted to Supervisor.	Shorter notice permitted in Special circumstances.
2. Leave dates	Agreement between staff member and Supervisor, considering operational needs of the College and the staff member's preferences.	four (4) weeks' notice is given, no reasonable request will be denied .
3. Pay in advance	Only permitted where leave is approved for thirty (30) days or more in an unbroken period and at least four (4) weeks notice is given.	
4. Half-pay	Approved periods of leave of twenty (20) working days or more may be taken at half-pay.	
5. Accumulated leave balance of forty (40) days or more.	The College may direct a staff member in writing to take leave at an agreed time, starting within three (3) months of the notice, if he or she	Notice to take leave in this situation will be increased to twelve (12) months if operational requirements of the College or absence on

	Conditions	Exceptions
	has accumulated forty (40) days or more of annual leave . In the absence of an agreement on firm leave dates the College can direct that leave be taken between specified start and end dates for a period of up to two (2) weeks.	extended personal leave or compensation leave have prevented a staff member from keeping his or her annual leave balance below forty (40) days.
5.1 Accumulation of leave balances of forty (40) days or more: Cashing out Annual Leave	An employee who has accumulated forty (40) days or more of annual leave may, by agreement, cash out leave, subject to retaining a balance of twenty (20) days annual leave. The cashed out leave will not count as service.	only by agreement between the parties.
6.Payment instead of untaken annual leave	Upon cessation of employment: The employee will receive payment instead of untaken annual leave. Upon the death of an employee: Payment instead of untaken leave will be made to the employee's estate.	
7.Annual leave debit on cessation of employment	Employee will pay back or have deducted from his or her final payment the monetary equivalent of the debit (based on the salary of the employee at the employment ceased).	
8.Fixed-term staff members	All annual leave must be taken during the period of employment. The staff member may apply to take up to	If leave is not taken during the period of employment, untaken annual leave will be paid out, subject to conditions in: 6. Payment instead of untaken annual leave '.

	Conditions	Exceptions
	ten (10) days annual leave in advance and deducted from future leave credits.	
9.Holidays	Holidays occurring during periods of annual leave will not be deducted from leave entitlements.	
10.Illness and injury during periods of annual leave	If a staff member with personal leave credits is injured or becomes ill for two (less than 3) consecutive days or more during a period of approved leave, and a relevant medical certificate is submitted, these days may be treated as personal leave, not annual leave, and appropriate adjustments will be made to the employee's leave balances.	This provision does not apply to employees on approved annual leave immediately preceding retirement, resignation, redundancy, or other termination of employment.

23. INDIGENOUS EMPLOYMENT

23.1 The College may implement an Indigenous Employment strategy consistent with the operational needs of the College. The objectives of that strategy are to:

- (a) maximise staff development along with the transfer of job skills and information in order to increase Aboriginal and Torres Strait Islander staff knowledge, independence, remuneration, job security and self-sufficiency;
- (b) foster the employment and participation of Aboriginal and Torres Strait Islander people at all levels within the College; and
- (c) encourage the direct involvement of Aboriginal and Torres Strait Islander staff in determining career strategies, goals and objectives.

23.2 In pursuing these objectives, and in employment matters generally, the College will:

- (a) respect and consider the cultural, social and religious systems practiced by Aboriginal and Torres Strait Islander people;
- (b) support participation of Aboriginal and Torres Strait Islander staff in activities of a cultural or ceremonial nature, recognising that the provision of paid leave for such purposes has a direct impact on the effectiveness of Aboriginal and Torres Strait Islander people as

employees and is therefore of direct benefit to the College; and

- (c) ensure that employees are supported by policies and procedures aimed at eliminating racism in the workplace and promoting a culturally responsive and responsible College.

23.3 Indigenous Australian Leave

- (a) In order to fulfil Indigenous cultural responsibilities, the College supports fixed- term and continuing Aboriginal or Torres Strait islander staff by providing five (5) days paid Indigenous Australian Leave annually (in addition on to other leave provisions), for the purposes of:
 - (i) bereavement leave for an immediate family member (inclusive of traditional kinship relationships of equivalent significance);
 - (ii) participating in National Aboriginal and Islander Day of Observance Committee (NAIDOC) activities/events during NAIDOC week;
 - (iii) purpose of fulfilling ceremonial obligations of a traditional or urban nature and may include relevant cultural events, initiation, birthing and naming, funerals and smoking or cleansing and sacred site or land ceremonies or other relevant cultural events; and
 - (iv) other compassionate or appropriate grounds as determined by the delegate.
- (b) Applications for personal leave for the purpose of attending a significant cultural event will normally be submitted four (4) weeks prior to leave (unless it is for an emergency such as a funeral, cultural event or obligation) to allow the work area to make appropriate staffing arrangements to cover the absence if necessary.
- (c) The leave entitlements outlined above do not carry into the next calendar year.

23.4 Indigenous knowledge and expertise

- (a) The College recognises that Indigenous employees bring specific knowledge and expertise to their position. In addition to carrying out their duties and roles as defined by their position descriptions, Indigenous staff members are often called upon to utilise their knowledge as a contribution to other bodies of knowledge.
- (b) In acknowledging this, an Indigenous staff member's work load will recognise contributions made to internal, and where appropriate external, committees and networks, and the provision of advice and support to fellow Indigenous staff and students.

24. STUDY LEAVE

24.1 Continuing and fixed term staff may seek approval for study leave which is linked to their performance and development review and will demonstrably contribute to their College career.

- (a) Study leave may be approved for up to eight (8) hours per week during normal work hours where lectures and other study requirements are not available outside normal working hours. Staff may be required to make up time taken in excess of five (5) hours per week by working outside normal working hours.
- (b) Study leave for residential courses may be approved for up to two (2) weeks per year.
- (c) Study leave of up to 0.5 day's preparation for each examination in addition to the actual time of the examination may be approved.

25. PROFESSIONAL DEVELOPMENT

25.1 Employees will be entitled to an equivalent of two (2) days per annum designated professional development for structured professional development organised by the College.

25.2 The professional development days may not be consecutive or full days, but may be cumulative over a calendar year.

25.3 All permanent employees will be entitled to payment at their ordinary hourly rate for attendance

at professional development.

- 25.4 Casual employees are entitled to attend professional development, but will not be entitled to payment for time attending, unless the College has directed the casual employee to attend.

26. HOLIDAYS

- 26.1 Staff will be entitled without deduction of pay, unless otherwise specified, to the following public holidays:

- New Year's Day
- Australia Day
- Canberra Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

- 26.2 Any day between Christmas Day and the next New Year's Day (the College closedown period).

- 26.3 Any other day gazetted by the ACT Government (or any other State Government where an employee is employed outside of the ACT) as a public holiday.

- 26.4 Subject to this Clause, when a holiday falls on a weekend the College will apply any related substitute holiday that is announced by the ACT Government. If no substitute holiday is announced, the College will allocate the Monday following that holiday as a substitute holiday. A substitute holiday will not be provided for Easter Saturday or for any holiday that occurs during the College closedown period.

27. DISCIPLINARY PROCEDURES

27.1 Definitions

For the purposes of this Part the following definitions will apply:

'Disciplinary action' means action by the College to discipline a staff member for Unsatisfactory Performance, Misconduct or Serious Misconduct and is limited to:

- Formal censure ; and/or Counselling; and/ or issue of a warning and/or
- Withholding of a salary increment; and/ or Reducing salary by one increment: and/ or
- Demotion by one or more classification levels; or
- Termination of employment.

'**Misconduct**' means conduct that is unsatisfactory but not serious misconduct.

'**Serious Misconduct**', that is, behaviour of a kind envisaged by section 12 of the Fair Work Act 2009 (Cth) and regulation 1.07 of the Fair Work Act 2009 (Ct h) Regulations, and also includes:

- Serious misbehaviour of a kind that constitutes a serious impediment to the performance of the staff member's duties or any other staff member's duties; and/ or
- Serious dereliction of duty; and/or
- A repeat offence of misconduct for which warning has previously been given; and/or
- Conviction by a court of an offence that constitutes a serious impediment to the carrying out of the staff member's duties.

'**Termination of employment**' means termination of employment at the initiative of the College.

'Unsatisfactory Performance' means a persistent and serious failure of the staff member to perform the work of the position or appointment to the standard which would be reasonably required having regard to:

- (a) the nature and purpose of the position;
- (b) Its classification; and
- (c) any representations made by the staff member at the time of appointment or selection/promotion to the position or level without sufficient mitigating factors. (Examples of sufficient mitigating factors include excessive workload; absence of training; resources or guidance which the staff member might reasonably expect to have received.)

Unsatisfactory performance shall not include circumstances where on the best information available, the College has good reason to suspect that the alleged inadequacy of performance is primarily a consequence of ill-health, unless and until a finding is made under 'Fitness for Duty' provisions that the staff member is not medically incapable of performing their duties.

27.2 Unsatisfactory performance

- (a) Before the College takes disciplinary action against an employee for reasons amounting to unsatisfactory performance, the College must take the steps in this Clause .
- (b) The following table outlines the management of unsatisfactory performance.

Process	Unsatisfactory performance
1 Initiation of action	<p>Unsatisfactory performance is identified and documented by supervisor.</p> <p>Supervisor to discuss with CDP, including a review of steps, if any, taken so far to remedy the problem.</p> <p>The nature of the improvement required will be documented, along with any directions for appropriate training/development designed to assist in improving performance, and the notice period within which improvement will be expected.</p> <p>The document will be discussed with the staff member and a copy will be provided. The staff member will be cautioned that if satisfactory improvement has not been made by the end of the notice period, a report will be made to the CDP. A copy of the written report will be given to the staff member.</p>
2 Consequences	<p>During the performance improvement notice period, an increment otherwise due to the staff member may be deferred.</p>
3 Performance improvement	<p>If performance improves to a satisfactory standard during the notice period, any deferred increment will be paid from the date of the end of the notice period, or such earlier date as the College determines, and the anniversary date for future increments will be adjusted accordingly.</p>

Process	Unsatisfactory performance
4 No satisfactory performance improvement	<p>If performance remains unsatisfactory by the end of the notice period, this will be reported in writing by the supervisor to the CDP: The report will state clearly the aspects of performance seen as unsatisfactory and will record the attempts to remedy the problem. The staff member will be given a copy of the report at the time it is submitted.</p> <p>The staff member will be entitled to ten (10) working days to submit a written response to the report, addressed to the CDP.</p>
5 Check for fair process	<p>The CDP checks due process has been followed in that:</p> <ul style="list-style-type: none"> • appropriate steps have been taken to bring the nature of the unsatisfactory performance to the staff member's attention; • the staff member was given an adequate opportunity to respond; • the staff member's response was taken into account; and • the staff member was given a reasonable opportunity to remedy the performance problem.
6 Decision	<p>The CDP, based on the information collected, will take no further action, or where due process has not been followed in step 5, direct that the staff member be correctly advised of the nature of the improvement required, along with appropriate training/development designed to assist in improving performance, and the notice period within which improvement will be expected; or select a proportionate disciplinary action in consultation with the Supervisor.</p> <p>The staff member will be notified in writing of the decision.</p>

27.3 Misconduct / serious misconduct

- (a) The College may only take disciplinary action against a staff member for misconduct or serious misconduct in accordance with this Agreement. However, nothing in these provisions will prevent summary dismissal by the CDP for serious misconduct by a staff member.
- (b) Before the College takes disciplinary action against an employee for reasons amounting to misconduct or serious misconduct, the College must take the steps in this Clause, except where a matter that may involve misconduct or serious misconduct has already been dealt with in good faith as if it were a case of unsatisfactory performance under the unsatisfactory performance procedures.
- (c) The following table outlines the processes.

Process	Misconduct / serious misconduct
1 Initiation of action	Before making a formal report to the CDP, the supervisor should seek to resolve the problem through counselling, mediation or other appropriate action.
2 Allegation is considered	Supervisor considers the allegation in consultation with the CDP.
3 CDP actions	<p>CDP notifies the staff member in writing and in sufficient detail to enable the staff member to understand any allegations and to properly consider and respond to them.</p> <p>The staff member is given ten (10) working days to submit a written response.</p>
4 Suspension	<p>CDP can suspend the staff member with or without full pay if the CDP is of the view that the alleged conduct amounts to serious misconduct, provided that:</p> <ul style="list-style-type: none"> • where suspension without pay occurs at a time when the staff member is on paid leave of absence the staff member will continue to receive salary for the period of approved leave of absence; • the staff member may draw on any annual leave or long service leave credits for the duration of the suspension without pay; • the CDP may at any time direct that salary is paid on the ground of hardship; • where the staff member is excluded from the College, the staff member will be permitted reasonable supervised access to the College for the preparation of the staff member's case and to collect personal property. Such access may be subject to conditions set by the College; • where a suspension without pay has been imposed and the matter is subsequently referred to an Independent Reviewer, the first item of business of that review will be to recommend to the College whether suspension without pay should continue or should be revoked. The CDP will notify the staff member of the decision on the matter.

<p>5 Action/decisions</p>	<p>CDP considers any written response by the staff member and will:</p> <ul style="list-style-type: none"> • decide to take no further action; or • counsel or censure the staff member for unsatisfactory behaviour and take no other action; or • terminate the staff member's employment.
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28. CONSULTATION

- 28.1 The College will notify and consult with affected staff and NTEU over any substantial and firm proposal for organisational change with significant effects on employees. Such change includes, but is not limited to, outsourcing or contracting out.
- 28.2 Where there is a specific change proposal, the College will issue a Consultation Paper to directly affected staff and the NTEU. The Consultation Paper will include:
- (a) an explanation of the rationale for organisational change;
 - (b) circulation of specific proposals for consideration, including identification of any anticipated health and safety issues;
 - (c) provision of opportunity for written responses or alternatives from affected staff and their representative(s);
 - (d) meetings with staff and their representative(s) to discuss and examine the organisational change proposal and alternatives; and
 - (e) provision of relevant information related to the proposed organisational change.
- 28.3 Affected staff will be actively consulted with on the proposed change through meetings, and the provision of sufficient time to discuss and respond to the proposal.
- 28.4 If a decision to proceed is made by the College, management will consult again with the affected staff and, where the staff members choose, with their representatives or, where staff members choose, with the NTEU, about the implementation of that change, particularly where the change is likely to have an impact on the work, conditions or career prospects of staff. Steps for implementation will be clearly articulated and consulted upon with staff.
- 28.5 Consistent with its obligations under the Fair Work Act 2009 (Cth) and the process in this clause 28, where organisational change results in employees being identified as excess, prior to the College unilaterally affecting any redundancy the College will reasonably explore options put to it to mitigate any adverse effects and to identify alternative options and other employment options (e.g. part-time work) with the affected employee.
- 28.6 Consultation will be conducted within a framework that acknowledges the statutory obligations and responsibilities of College management but there will be no power of veto over the College's decision-making processes.
- 28.7 **Consultation on policy**
- The College undertakes to consult affected staff and their representatives on any significant changes to the College policies and any new policies that have a significant and substantial effect on staff.
- 28.8 Consultation about changes to rosters or hours of work
- Where the College proposes to change an employee's regular roster or ordinary hours of work it must consult with the employee or employees affected and their representatives , if any, about the

proposed change, the College must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/ or their representatives.

29. TERMINATION OF EMPLOYMENT

29.1 Notice

- (a) Any termination of employment at the initiative of the College will be in accordance with this Agreement.
- (b) Continuing and fixed term employees will be given at least four (4) weeks notice of termination of employment, or five (5) weeks notice for those over forty-five (45) years of age with at least two (2) years continuous service with the College.
- (c) No notice is required in the case of serious misconduct.

29.2 Voluntary Early Retirement

- (a) The College may at its discretion offer voluntary early retirement to staff or specific groups of staff on the following terms:
 - (i) such staff will be invited to apply for early retirement under the benefits of the scheme. The College will have the discretion to decide whether or not it will approve any application for early retirement having regard to the staffing needs of the College; and
 - (ii) the benefits payable to staff whose application for early retirement is approved will be a lump sum of a minimum of two (2) weeks salary for each year of continuous service, with a maximum payment of twenty- six (26) week s salary. This benefit will be additional to other entitlements on retirement.
- (b) The College may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation, although it may be inconsistent with this Clause, provided that any such offer will be with the agreement of the parties to this Agreement.

29.3 Fitness for Duty / Loss of essential qualifications

- (a) The College may require an employee whose capacity to perform the duties of their office is in doubt to undergo a medical examination by a health professional chosen by the College and at the expense of the College. The College will make available to the employee a copy of the report of that examination.
- (b) The College will give an employee written notice of not less than four (4) weeks that a medical examination is required. Where the employee applies to the employee's superannuation fund, before the expiry of the period of notice, for invalidity retirement or temporary disability benefit pursuant to the rules of the superannuation fund the requirement for a medical examination will lapse.
- (c) Where the superannuation fund decides that the employee is capable of resuming work and the College disputes that decision, the College may proceed in accordance with this Clause without further notice.
- (d) If the medical report reveals that the employee is unable to perform their duties and is unlikely to be able to resume them within a reasonable period, being not less than twelve

(12) months, the CDP may, subject to the review procedure set out below, terminate the employment of the employee with notice as provided in this Agreement. Before taking action to terminate the employment of the employee, the College may offer the employee opportunity to submit a resignation and, if such a resignation is offered, will accept it forthwith and not proceed with action to terminate employment.

- (e) If within ten (10) working days of the report being made available, and if the employee or their representative so requests, the CDP will not terminate the employment of the employee unless and until the findings of the medical report are confirmed by another health professional appointed by the College after consultation with the employee or their representative and the President of the ACT Branch of the Australian Medical Association . In making an assessment as to whether or not an employee is unable to perform their duties and is unlikely to resume them within a reasonable period, the health professional will as far as possible apply the same standards as are used by the employee's superannuation scheme in determining qualification for the payment of a disablement pension or other similar benefit.
- (f) The CDP may construe a failure by an employee to undergo a medical examination in accordance with this Clause within two (2) months of a written notification to do so as prima facie evidence that such a medical examination would have found that the employee was unable to perform their duties and was unlikely to be able to resume them within twelve (12) months, and may act accordingly provided that such a refusal by an 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.

29.4 **Resignation**

Continuing staff may resign from their employment by giving at least four (4) weeks written notice. Fixed term staff may resign by giving at least two (2) weeks written notice. Salary equivalent to the shortfall in written notice may be deducted from final payment to an employee if the required written notice is not given unless the College agrees to a shorter notice period.

29.5 **Redundancy**

- (a) Subject to clause 29.5(c), the selection of employees for redundancies, and the criteria to be applied in making that selection, will be at the College's discretion.
- (b) Selection criteria for redundancies may include:
 - (ii) the operational requirements of the College;
 - (iii) identification of the skill sets which the College requires to be maintained;
 - (iv) the skills, experience and qualifications of the employee; and
 - (v) the calling for volunteers.
- (c) Subject to the provisions of this Agreement for consultation on organisational change, an employee who has been notified that the College proposes to terminate their position as surplus to the College 's requirements will be given four (4) weeks notice of retrenchment, or five (5) weeks notice, for employees over forty-five (45) years of age with at least two (2) years continuous service with the College. The College in consultation with the employee and/or their representative will seek redeployment opportunities in the College. No employee may be redeployed involuntarily under this Clause.
- (d) An employee who is redeployed to a position at a level lower than their previous salary level or smaller fraction of employment on a continuing basis will receive salary maintenance at their previous rate of pay or employment fraction for a period of three (3) months. Subject to the rules of the relevant superannuation fund and the employee

electing to maintain employee contributions, employer superannuation contributions will be maintained at the classification level and fraction that would have been paid if the redeployment had not occurred.

- (e) An employee, other than a casual or casual employee, who is retrenched will be entitled to the following benefits:
- (i) Redundancy pay in accordance with the Redundancy Pay Table below, where a weeks pay means the base rate of pay for ordinary hours of work excluding allowances, bonuses and any ancillary payments;
 - (ii) pro-rata long service leave;
 - (iii) annual leave credits; and
 - (iv) pay instead of some or all of the applicable notice of retrenchment as provided above.

29.6 Redundancy pay rates

Period of continuous College service	Redundancy pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	8 weeks
4 years and less than 5 years	10 weeks
5 years and less than 6 years	12 weeks
6 years and less than 7 years	14 weeks
7 years and less than 8 years	16 weeks
8 years and less than 9 years	18 weeks
9 years and over	20 weeks

29.7 Severance pay

A fixed-term employee employed on a second or subsequent fixed-term contract to do work for the circumstances described in Clause 6 whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment will be entitled to a severance payment in accordance with the Severance pay table below. This does not apply to an employee who returns to their substantive employment after a period of secondment or similar arrangement.

29.8 Severance pay rates

Period of continuous service	Severance Pay
Up to 1 year	2 weeks
1 year and up to 2 years	4 weeks
2 years and up to 3 years	6 weeks
3 years and up to 4 years	7 weeks

4 years and over	8 weeks
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30. AGREEMENT FLEXIBILITY

30.1 The College and any member of staff covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of clauses 20 (Leave without pay) and 22 (Annual Leave) of this Agreement if:

- (a) the arrangement permits the staff member to work a reduced number of weeks over a 12 month period and take additional leave, with a proportionate reduction in their fraction, salary and any loadings to which they are entitled;
- (b) the arrangement meets the genuine needs of the College and staff member in relation the matter referred to in paragraph (a) of this Clause; and
- (c) the arrangement is genuinely agreed to by the College and the staff member.

30.2 The College must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the College and the staff member;
- (c) is signed by the College and the staff member and, if the staff member is under 18 years of age, is signed by a parent or guardian of the staff member; and
- (d) includes details of the terms of this Agreement that will be varied by the arrangement and how they will be varied.

30.3 The College must ensure that the terms of any individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth);
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth);
- (c) result in the staff member being better off overall than he or she would be if no arrangement was made; and
- (d) do not result in the staff member being provided with any payment or benefit that is inconsistent with the National Employment Standard under the Fair Work Act 2009 (Cth).

30.4 The College must give the staff member a copy of the individual flexibility arrangement within 14 days after it is agreed to by them.

30.5 The College or the staff member may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the agreement; or
- (b) if the College and staff member agree in writing at any time.

31. DISPUTE AND GRIEVANCE RESOLUTION

31.1 This Clause sets out required principles and procedure for dealing with grievances about employment conditions and disputes about the application of this Agreement and the National Employment Standard under the Fair Work Act 2009 (Cth).

31.2 This Clause does not limit the right of any staff member to use other available agencies and processes, consistent with relevant legislation and the terms of this Agreement.

31.3 For the purposes of this Clause, the following definitions apply:

- (a) 'Complaint' means either a dispute or a grievance.
- (b) 'Dispute' means a complaint about matters arising under this Agreement. A dispute may be raised by a staff member or their representative if they choose to have one. A dispute about the application of any policy does not constitute a dispute regarding the application of any provision of this Agreement.
- (c) 'Grievance' means a complaint about a decision or process governed by employment

conditions, which affects a staff member personally and about which the staff member feels aggrieved and seeks redress.

31.4 Exclusions

In respect of any grievances as defined above, this Clause does not apply to matters that have been referred to an external agency or legal process other than FWC.

31.5 Principles

- (a) Complaints should be made in good faith and without frivolous, malicious, or vexatious intent.
- (b) Outcomes or resolutions requested by the staff member must be reasonable and deliverable.
- (c) The complainant and /or their representative if they choose to have one, and the College will have the right to be heard.
- (d) Investigations must be undertaken thoroughly and fairly.
- (e) A person investigating a complaint will be given access to all relevant documentation.
- (f) Only information relevant to the complaint will be taken into account.
- (g) All recommendations will address the complaint alone.
- (h) The investigation will be discontinued where it becomes evident that the complaint was not made in good faith.
- (i) A staff member may seek assistance from, and may be accompanied by, a representative at any stage of this process.
- (j) In circumstances where the complaint relates to a decision or action of a person holding a position described in this Clause (for example, supervisor, CDP) and the staff member considers it inappropriate to discuss the complaint with that person, the staff member may initiate the complaint with a person at the next higher level.
- (k) Resolutions reached will not constitute precedent.
- (l) A staff member who lodges a complaint will not be treated unfairly or victimised because of the complaint nor will any one dealing with the complaint be coerced or intimidated in any way.
- (m) Circumstances may arise that require a matter to be dealt with under the provisions of a relevant staff disciplinary procedure. If this is the case, action commenced under this Clause will be suspended pending the conclusion of the disciplinary proceedings.
- (n) Staff members are expected to exhaust these procedures before referring a complaint to any external industrial or legal process.
- (o) Where a staff member refers a complaint to an external industrial or legal process, the staff member will not have access to these procedures for that particular complaint and any action taken under this Clause will immediately cease.
- (p) A staff member may withdraw a complaint at any stage.

31.6 GRIEVANCE RESOLUTION PROCEDURE

- (a) The complainant will, as soon as is practicable, raise the matter with their supervisor. If the complaint relates to a decision or action of a person holding a position such as the supervisor or CDP and the staff member considers it inappropriate to discuss the complaint with that person, the staff member may initiate the complaint with a person at the next higher level.
- (b) The supervisor will discuss the matter with their own supervisor and the staff member as soon as is reasonably practicable with the aim of:
 - (i) determining whether a genuine complaint exists;
 - (ii) investigating the matter; and/or

- (iii) resolving the complaint or arranging mediation or conciliation to attempt to resolve the complaint.
- (c) If the staff member does not receive an answer after ten (10) working days or is not satisfied with the answer received, the staff member may lodge a formal notification of their complaint in writing to the CDP outlining:
 - (i) details of the complaint;
 - (ii) actions taken to resolve the complaint; and
 - (iii) desired outcome/resolution to redress the complaint.
- (d) The CDP will, within ten (10) working days of receipt of the complaint, arrange for a preliminary investigation into the substance of the complaint in order to determine whether there is, prima facie, a genuine complaint and to ascertain the nature of the complaint.
- (e) If the CDP has determined that there is not, prima facie, a genuine complaint, the staff member will be notified. Other relevant staff members will also be notified including any person whose actions or decisions were the subject of the complaint. No further action will be taken under this Clause.
- (f) If the CDP determines that a genuine complaint, prima facie, exists then the CDP will appoint an appropriate person as the Resolution Officer (RO). The RO may be a person external to the College. In making the appointment the CDP will ensure that:
 - (i) the RO's skills, expertise and/or knowledge are relevant to the nature of the complaint;
 - (ii) there is no conflict of interest ;and
 - (iii) the staff member does not object to the appointment .
- (g) The staff member must not unreasonably refuse the appointment of an RO. If, after reasonable attempts to find an agreed RO, the staff member continues to refuse an appointment, the CDP may appoint an RO of the CDP's choosing.
- (h) The RO will investigate the matter and must attempt to facilitate a fair and reasonable conclusion to the complaint as quickly as possible. The RO may seek to mediate the complaint directly or may refer the matter to a staff member trained in mediation or to an external mediation service.
- (i) If the complaint is not resolved within a reasonable time (not usually longer than ten (10) working days), the RO must provide a written report to the CDP and provide a copy to the staff member.
- (j) The CDP must make a decision on the complaint having due regard to the report of the RO. The CDP may seek advice as appropriate to assist in making a decision.
- (k) The CDP will inform the staff member and any other parties to the dispute of the decision. The decision of the CDP in accordance with this Clause will be final and no further appeal is available under this Agreement or any College policy (although external agencies, such as the Ombudsman's Office, are available).

32. DISPUTE RESOLUTION

- (a) This dispute procedure is to be used for the settlement of any dispute arising out of this Agreement and the National Employment Standard under the Fair Work Act 2009 (Cth).
- (b) The staff member and their chosen representative, if they elect to have one, and appropriate management representative(s) of the College will discuss the dispute and attempt to resolve it by reaching a written agreement. Alternatively, the NTEU may notify the existence of a dispute and shall attempt to resolve the dispute with appropriate management representatives or the College may notify of a dispute and shall have appropriate discussions to attempt to resolve it.
- (c) Where the dispute is not resolved under the above procedure, the matter will be escalated to more senior levels of management including the CDP, to attempt to resolve the dispute

within ten (10) working days, unless otherwise agreed. If the dispute is not resolved under the above procedure, either party to the dispute may refer the dispute to FWC for resolution.

- (d) Resolution can be sought from FWC by conciliation and, if necessary, arbitration. Any dispute may be referred to a specific member of FWC.
- (e) The decision of FWC will bind the parties to the dispute, subject to either party to the dispute exercising a right of appeal against the decision to the Full Bench if they believe there has been a significant error of fact or law in the first instance.
- (f) While these dispute resolution procedures are taking place, the staff member will continue to work in accordance with this Agreement and their contract of employment unless the staff member has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of any relevant State or Territory occupational health and safety law, even if the staff member has a reasonable concern about an imminent risk to their health or safety, the staff member must not unreasonably fail to comply with a direction by the College to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the staff member to perform.
- (g) For the avoidance of doubt, any staff member party to a dispute under this clause may at all stages of the above procedure, be represented by their chosen representative.

33. Workplace Delegates

33.1 A workplace delegate has a right to:

- (a) represent the industrial interests of members and Employees who are eligible to be Union members,
- (b) has a right to communicate with members and Employees who are eligible to be Union members in relation to those industrial interests,
- (c) reasonable access to the workplace and facilities at the workplace for the purpose of representing those industrial interests, and
- (d) reasonable access to paid time during normal work hours for the purpose of related training in accordance with clause 33.2.

33.2 An Employee (including a workplace delegate) may be absent from work on full pay for up to five (5) working days in any one calendar year for the purpose of attending Trade Union courses or seminars, subject to the following conditions:

- (i) a total of fifteen (15) days of training in any one year (other than by agreement with the College) for Employees;
- (ii) where practicable at least four (4) weeks' notice of training is provided to the College, or where not practicable less by agreement with the College;
- (iii) that the operating requirements of the College permit the granting of such leave; and
- (iv) that the scope, content and level of the courses are such as to contribute a better understanding of industrial relations.

33.3 A workplace delegate is allowed reasonable time to represent Union members' interests in the workplace on industrial relations matters, provided those activities do not unduly interfere with their normal duties. In addition, reasonable time will be allowed to a workplace delegate to attend hearings or meetings of FWC or other tribunals, and to attend Union Council meetings on behalf of the Branch.


33.4 Nothing in this clause replaces or diminishes the rights of a workplace delegate under s.350C of the Act.

34. SIGNATORIES

35.

Signed for and on behalf of University of Canberra College Pty Limited by:

Signature
Name: Geoffrey Riordan
Date: 11 December 2024
Address: 20a Surfside Ave Mossy Point NSW 2537
Title: Professor
Explanation of the person's authority to sign this Agreement: Chair of the Board of the University of Canberra College

Signed for and on behalf of the National Tertiary Education Union:

Signature
Name Damien Cahill
Date 12 December 2024
Address: 1/120 Clarendon Street, South Melbourne VIC 3205
Title: General Secretary
Explanation of the person's authority to sign this Agreement: General Secretary of the National Tertiary Education Union

S1 SCHEDULE 1

S1.1 ACADEMIC LEVELS

Teachers (excludes ELICOS staff)

		Annual Rates applying from the first full pay period commencing on or after 1 June 2024 (3.5% increase)	Annual Rates applying from the first full pay period commencing on or after 1 June 2025 (3.5% increase)	Annual Rates applying from the first full pay period commencing on or after 1 June 2026 (3.5% increase)
Academic 1	1	\$85,956.24	\$88,964.71	\$92,078.47
	2	\$89,145.34	\$92,265.43	\$95,494.72
	3	\$92,433.85	\$95,669.03	\$99,017.45
	4	\$95,870.95	\$99,226.43	\$102,699.36
	5	\$99,405.21	\$102,884.39	\$106,485.34
	6	\$102,693.74	\$106,288.02	\$110,008.10
	7	\$106,079.45	\$109,792.23	\$113,634.96
	8	\$109,566.79	\$113,401.63	\$117,370.69
Academic 2	1	\$113,198.25	\$117,160.19	\$121,260.80
	2	\$117,273.16	\$121,377.72	\$125,625.94
	3	\$121,494.40	\$125,746.70	\$130,147.83
	4	\$125,861.96	\$130,267.13	\$134,826.48
	5	\$130,380.33	\$134,943.64	\$139,666.67
	6	\$135,090.83	\$139,819.01	\$144,712.68
Academic 3	1	\$144,807.83	\$149,876.10	\$155,121.76
	2	\$149,831.09	\$155,075.18	\$160,502.81
	3	\$155,031.97	\$160,458.09	\$166,074.12
	4	\$160,304.33	\$165,914.98	\$171,722.00

S1.2 ELICOS Coordinator/ Senior Teachers/ Teachers

Full-time and Part-time Salaries

Salary Level		Rates applying from the first full pay period commencing on or after 1 June 2024 (3.5% increase)	Rates applying from the first full pay period commencing on or after 1 June 2025 (3.5% increase)	Rates applying from the first full pay period commencing on or after 1 June 2026 (3.5% increase)
		Annual	Annual	Annual
ELICOS	1	\$73,993.35	\$76,583.12	\$79,263.53
	2	\$76,733.84	\$79,419.52	\$82,199.20
	3	\$79,474.34	\$82,255.94	\$85,134.90
	4	\$82,214.84	\$85,092.36	\$88,070.59
	5	\$84,955.33	\$87,928.77	\$91,006.28
	6	\$87,695.82	\$90,765.17	\$93,941.95
	7	\$90,162.27	\$93,317.95	\$96,584.08
	8	\$93,176.82	\$96,438.01	\$99,813.34

Casual Rates

Salary Level		Rates applying from the first full pay period commencing on or after 1 June 2024 (3.5% increase)		Rates applying from the first full pay period commencing on or after 1 June 2025 (3.5% increase)		Rates applying from the first full pay period commencing on or after 1 June 2026 (3.5% increase)	
		Teaching	Non-teaching	Teaching	Non-teaching	Teaching	Non-teaching
ELICOS	1	\$73.71	\$63.42	\$76.29	\$65.64	\$78.96	\$67.94
	2	\$76.43	\$65.07	\$79.11	\$67.35	\$81.88	\$69.71
	3	\$79.17	\$66.57	\$81.94	\$68.90	\$84.81	\$71.31
	4	\$81.91	\$68.22	\$84.78	\$70.61	\$87.75	\$73.08
	5	\$84.63	\$69.86	\$87.59	\$72.31	\$90.66	\$74.84
	6	\$87.36	\$71.99	\$90.42	\$74.51	\$93.58	\$77.12
	7	\$89.82	\$73.98	\$92.96	\$76.57	\$96.21	\$79.25
	8	\$93.17	\$75.73	\$96.43	\$78.38	\$99.81	\$81.12

ELICOS TEACHING SUBJECTS, CASUAL RATE COMPOSITION AND OTHER CONDITIONS

ELICOS Subjects

ELICOS rates are for teaching in non-award English subjects in the UCCEL and Diploma/ Foundation programs.

Composition of Casual Teaching Rate

For the purpose of determining the number of hours worked by a teacher or tutor/instructor the following apply:

- each contact hour of teaching delivery by a teacher will count as 1.5 hours of work, including administration, assessment and consultation.

Attendance at meetings, and additional non-teaching duties as required, are paid on an hour-for- hour basis at the non-teaching rate.

S1.3 Positions of Responsibility Allowances

The following annual Allowances will be paid to Senior Teachers in Positions of Responsibility, payable pro rata for each fortnight (or part thereof) an employee is appointed to a Position of Responsibility:

Allowance	Rates applying from the first full pay period commencing on or after 1 June 2024 (3.5% increase)	Rates applying from the first full pay period commencing on or after 1 June 2025 (3.5% increase)	Rates applying from the first full pay period commencing on or after 1 June 2026 (3.5% increase)
Level 1	\$5,481.00	\$5,672.84	\$5,871.39
Level 2	\$7,673.40	\$7,941.97	\$8,219.94

LEVEL 1 Positions of Responsibility include:

Senior Teacher (without Master of TESOL, Delta or equivalent)

LEVEL 2 Positions of Responsibility include:

Senior Teacher/ Coordinator (with Master of TESOL, Delta or equivalent)

S1.3.2 The allowances above will also be paid on a pro-rata basis for teachers who are required to cover for and hence undertake the substantive duties of these positions of responsibility.

The pro-rata portion of the allowance will be paid for the whole period of time that the Teacher acts in the particular position of responsibility.

ACADEMIC 1

(a) Local Title

Instructor; Teacher; Lecturer

(b) Qualifications and training

An Academic 1 will have completed a Bachelor's Degree in an area relevant to their teaching discipline. Additionally, an Academic 1 will have completed a Postgraduate Diploma in Education, or an equivalent combination of qualifications and extensive, relevant experience. In determining experience relative to qualifications, relevant considerations include; experience in teaching, administration, development of teaching programs; experience outside secondary or tertiary education; and professional attainment.

(c) Supervision

Under the supervision of the Academic 3, an Academic 1 is responsible for the professional delivery of duties as required by and for the benefit of the College, including formal teaching, student contact and associated duties.

(d) Accountability

Accountable to the Academic Director for the quality, timeliness and professionalism of the preparation and delivery of the above components, and for the fostering of harmonious and productive relations between the College, its staff, and students.

(e) Typical activities

An Academic 1 will develop and deliver specified components of the College's teaching program, including (but not necessarily limited to) the following duties:

- (i) Conducting classes, including lectures, tutorials, workshops, excursions and consultations.
 - (ii) Preparing teaching materials to support the conduct of scheduled classes.
 - (iii) Developing teaching programs including the preparation of unit outlines, tutorial and workshop materials, teaching notes and materials.
 - (iv) Developing student assessment, including the setting and production of examination papers and other assessment tasks, as well as the marking of exam papers and other assessment tasks.
 - (v) Performing administrative duties associated with teaching, including keeping of records.
 - (vi) Contributing to the administrative functions of the College which may include coordination of teaching programs and the activities related to those programs such as assistance with student timetables, student programs of study, coordination of teaching staff, and liaison with University of Canberra representatives.
 - (vii) Assisting in matters of student academic welfare including the coordination of individual student programs of study and consultation with students who are experiencing difficulties.
 - (viii) Performing other duties associated with the academic activities and student welfare of the College as required by the Academic Director.
- (f) An Academic 1 will participate as required in meetings of staff and/or students and other collegial activities of the College, and will keep the Academic Director informed on any occurrence or development likely to affect the College's interests.

ACADEMIC 2

(a) **Local Title**

Program Coordinator.

(b) **Qualifications and training**

An Academic 2 will normally have completed a Bachelor's Degree in an area relevant to their teaching discipline. Additionally, an Academic 2 will have completed a Postgraduate Qualifications in Education, or an equivalent combination of qualifications and extensive, relevant experience. In many cases an Academic 2 could be expected to hold a Master's Degree or equivalent accreditation or standing. For the purpose of program coordination the highest qualification attained must be relevant to the field of study and/or substantial work experience relative to comparable qualifications, relevant considerations include; experience in teaching, administration, development of teaching programs; experience outside secondary or tertiary education; and professional attainment. Other important considerations include demonstrated ability in leadership and project management.

(c) **Supervision**

Under the supervision of the Academic 3, an Academic 2 is responsible for the professional delivery of duties as required by and for the benefit of the College, including formal teaching, student contact and associated duties.

(d) **Accountability**

Accountable to the Academic Director for the quality, timeliness and professionalism of the preparation and delivery of the above components, and for the fostering of harmonious and productive relations between the College, its staff and students, and the University of Canberra community.

(e) **Typical activities**

In addition to the typical activities of an Academic 1, an Academic 2 will develop and deliver specified components of the College's teaching program, including (but not necessarily limited to) the following duties:

- (i) Managing or performing the development, monitoring and evaluation of teaching programs including the preparation of unit outlines, tutorial and workshop materials, teaching notes and materials.
- (ii) Managing or performing the development of student assessment, including the setting and production of examination papers and other assessment tasks, as well as the marking of exam papers and other assessment tasks.
- (iii) Conducting classes, including lectures, tutorials, workshops, excursions and consultations.
- (iv) Preparing teaching materials to support the conduct of scheduled classes.
- (v) Contributing to the administrative functions of the College which may include:
 - development of student timetables;
 - coordination of a program of study and/or units of study in one or more of the College's courses. Coordination duties may include (but are not necessarily limited to) the following;
 - liaison with College staff and students, with University of Canberra representatives and professional bodies;
 - assistance with the recruitment of teaching staff;

- supervision of general and academic staff;
 - management of student assessment;
 - management of student programs of study; and
 - pastoral care of students.
- (vi) Advising the Academic Director on effective measures to develop, implement and monitor the curricula, assessment and student progress;
- (vii) Represent the College on appropriate academic and faculty boards and committees with Navitas Ltd and University of Canberra;
- (viii) Contribute to the implementation of measures which will lead to continuous improvement in the College's academic and business performance.
- (ix) Performing other duties associated with the academic and collegial activities of the College, and the welfare of its students as required by the Academic Director.
- (f) An Academic 2 will participate as required in meetings of staff and/ or students and other collegial activities of the College, and will keep the Academic Director informed on any occurrence or development likely to affect the College's interests.

ACADEMIC 3

(a) **Local Title**

Academic Director and Director of Studies

(b) **Qualifications and training**

An Academic 3 will normally have completed a tertiary qualification at the post graduate level in a discipline relevant to one of those offered by the College, or for English language instruction a Graduate Certificate in teaching English to speakers of other languages (TESOL). Additionally, an Academic 3 will have experience in teaching, administration, substantial experience in curriculum development, including the management and evaluation of learning and teaching effectiveness. Other important considerations include demonstrated ability in leadership and project management.

(c) **Supervision**

Under the supervision of the CDP an Academic Director and a Director of Studies is responsible for the professional delivery of duties as required by and for the benefit of the College, including the management of a College Academic Programs and English Language Programs.

(d) **Accountability**

An Academic Director and Director of Studies is accountable to the CDP for the quality, timeliness and professionalism of the preparation and delivery of the above components, and for the fostering of harmonious and productive relations between the College, its staff and students, and the University of Canberra community.

(e) **Typical activities**

An Academic Director and Director of Studies will have oversight of specified programs including (but not necessarily limited to) the following duties:

- (i) Contributing to the development of the strategic plan of the College which includes contributing to the development of the business plan, the marketing plan and the budget;

- (ii) Contributing to the Implementation of the strategic plan;
- (iii) Oversight of an academic program(s) including the development/implementation and monitoring of curricula, assessment and student progress;
- (iv) Creating a robust operating environment to meet standards for regulatory compliance;
- (v) Resourcing of academic and English language programs including staffing and equipment;
- (vi) Supervision of general and academic staff;
- (vii) Liaison with College staff and students, the University of Canberra representatives, Navitas Ltd and professional bodies;
- (viii) Developing a workforce plan for all teaching staff in consultation with program coordinators;
- (ix) Representing the College on UCC Academic Board and Education Committee; and
- (x) Developing and operationalising the annual Learning and Teaching Plan.

- (f) An Academic Director and/or Director of Studies will be required to deputise for the CDP.

An Academic Director and Director of Studies will participate and lead as required in meetings of staff and/or students and other collegial activities of the College, and will keep the CDP informed on any occurrence or development likely to affect the College's interests.

ELICOS

- (a) **Local Title**

ELICOS Coordinator

- (b) **Qualifications and training**

The ELICOS Coordinator will be a STEP 7 or above, receive the Positions of Responsibility Allowance commensurate with their qualifications, and will have completed a minimum of a Master of TESOL, Delta or equivalent and a Bachelor 's Degree and Certificate in Teaching English to Speakers of Other Languages (TESOL) with a minimum of five year's teaching experience. In determining experience relative to qualifications, relevant considerations include: Experience In teaching, administration, development of teaching programs; experience outside secondary or tertiary education; and professional attainment.

- (c) **Supervision**

Under the supervision of the Director of Studies the Coordinator is responsible for the professional delivery of duties as re quired by, and for, the benefit of the College, including formal teaching, student contact and associated duties.

- (d) **Accountability**

Accountable to the Director of Studies for the quality, timeliness and professionalism of the preparation and delivery of the above components, and for the fostering of harmonious and productive relations between the College, its staff, and students.

- (e) **Typical activities**

An ELICOS Coordinator will develop and deliver specified components of the College's teaching

program, including (but not necessarily limited to) the following duties:

- (i) Conducting classes, workshops, and consultations.
 - (ii) Preparing teaching materials to support the conduct of scheduled classes.
 - (iii) Developing teaching programs including the preparation of unit outlines, tutorial and workshop materials, teaching notes and materials.
 - (iv) Developing student assessment, including the setting and production of examination papers and other assessment tasks, as well as the marking of exam papers and other assessment tasks.
 - (v) Performing administrative duties associated with teaching, including keeping of records.
 - (vi) Contributing to the administrative functions of the College which may include coordination of teaching programs and the activities related to those programs such as assistance with student timetables, student programs of study, coordination of teaching staff, and liaison with University of Canberra and Navitas Ltd representatives.
 - (vii) Assisting in matters of student academic welfare including the coordination of individual student programs of study and consultation with students who are experiencing difficulties.
 - (viii) Performing other duties associated with the ELICOS activities and student welfare of the College as required by the Director of Studies.
- (f) An ELICOS Coordinator will participate as required in meetings of staff and/or students and other collegial activities of the College, and will keep the Director of Studies informed on any occurrence or development likely to affect the College's interests.

(a) **Local Title**

Senior Teacher

(b) Qualifications and training

The ELICOS Senior Teacher will be a STEP 5 or above, receive the Positions of Responsibility Allowance commensurate with their qualifications, and will have completed a minimum of a Bachelor's Degree and Certificate in Teaching English to Speakers of Other Languages (TESOL) with a minimum of three year's teaching experience. In determining experience relative to qualifications, relevant considerations include; experience in teaching, administration, development of teaching programs; experience outside secondary or tertiary education; and professional attainment.

(c) Supervision

Under the supervision of the Director of Studies the Senior Teacher is responsible for the professional delivery of duties as required by, and for, the benefit of the College, including formal teaching, student contact and associated duties.

(d) Accountability

Accountable to the Director of Studies for the quality, timeliness and professionalism of the preparation and delivery of the above components, and for the fostering of harmonious and productive relations between the College, its staff, and students.

(e) Typical activities

A Senior Teacher will assist with the development and delivery of specified components of the College's teaching program, including (but not necessarily limited to) the following duties:

- (i) Conducting classes, workshops, and consultations.
- (ii) Assist with preparing teaching materials to support the conduct of scheduled classes.
- (iii) Assist with developing teaching programs including the preparation of unit outlines, tutorial

and workshop materials, teaching notes and materials.

- (iv) Developing student assessment, including the setting and production of examination papers and other assessment tasks, as well as the marking of exam papers and other assessment tasks.
- (v) Performing administrative duties associated with teaching, including keeping of records.
- (vi) Contributing to the administrative functions of the College which may include coordination of teaching programs and the activities related to those programs such as assistance with student timetables, student programs of study, coordination of teaching staff, and liaison with University of Canberra representatives.
- (vii) Assisting in matters of student academic welfare including the coordination of individual student programs of study and consultation with students who are experiencing difficulties.

Performing other duties associated with the ELICOS activities and student welfare of the College as required by the Director of Studies.

(a) **Local Title**

Teacher

(b) **Qualifications and training**

On appointment, an ELICOS Teacher will be placed on a salary level commensurate with the minimum salary level for their qualifications and experience by reference to the following:

- Category A commences at Level 3;
- Category B commences at Level 2;
- Category C commences at Level 1; and progresses to a maximum of Level 8.

Teacher Categories

Based on an assessment of an ELICOS Teacher's qualifications, the Teacher will be assigned to one of the following categories:

Category A

Degree and Diploma of Education or equivalent and either a diploma in TESOL (e.g. Dip RSA, Grad Dip TESOL); or post graduate diploma in applied linguistics, languages other than English (LOTE), multicultural education.

Category B

Degree and Diploma of Education or equivalent plus recognised TESOL certificate; or Degree and Diploma including LOTE/TESOL method.

Category C

Any Degree, plus a recognised TESOL certificate; or any Degree/ Diploma, including LOTE/TESOL method.

Teachers will be accredited with teaching experience and be allocated a higher salary in accordance with the following:

- One increment for each year of full-time TESOL teaching or equivalent.
- One increment for each two years of full-time teaching in other subjects including other languages to a maximum of three increments.

A Teacher will accrue equivalent full-time experience for a period of part-time service on a pro rata basis.

(c) Supervision

Under the supervision of the Director of Studies, ELICOS Coordinator and/or the Senior Teacher, ELICOS teachers are responsible for the professional delivery of duties as required by, and for, the benefit of the College, including formal teaching, student contact and associated duties.

(d) Accountability

Accountable to the Director of Studies, ELICOS Coordinator and/or the Senior Teacher for the quality, timeliness and professionalism of the preparation and delivery of the above components, and for the fostering of harmonious and productive relations between the College, its staff, and students.

(e) Typical activities

An ELICOS Teacher will assist with the development and delivery of specified components of the College's teaching program, including (but not necessarily limited to) the following duties:

- (i) Conducting classes, workshops, and consultations.
- (ii) Assist with preparing teaching materials to support the conduct of scheduled classes.
- (iii) Student assessment, including the marking of exam papers and other assessment tasks.
- (iv) Performing administrative duties associated with teaching, including keeping of records.
- (v) Performing other duties associated with the ELICOS activities and student welfare of the College as required by the Director of Studies.

S2 SCHEDULE 2

S2.1 PROFESSIONAL LEVELS

Classification		Rates applying from the first full pay period commencing on or after 1 June 2024 (3.5% increase)		Rates applying from the first full pay period commencing on or after 1 June 2025 (3.5% increase)		Rates applying from the first full pay period commencing on or after 1 June 2026 (3.5% increase)	
		Annual	Casual rate with loading	Annual	Casual rate with loading	Annual	Casual rate with loading
Professional 1	1	\$53,406.11	\$36.58	\$55,275.32	\$37.86	\$57,209.96	\$39.19
	2	\$55,469.25	\$37.98	\$57,410.67	\$39.31	\$59,420.04	\$40.69
	3	\$57,629.58	\$39.46	\$59,646.62	\$40.84	\$61,734.25	\$42.27
	4	\$59,788.79	\$40.94	\$61,881.40	\$42.37	\$64,047.25	\$43.85
Professional 2	1	\$61,851.94	\$42.35	\$64,016.76	\$43.83	\$66,257.35	\$45.36
	2	\$63,963.11	\$43.79	\$66,201.82	\$45.32	\$68,518.88	\$46.91
	3	\$66,072.07	\$45.24	\$68,384.59	\$46.82	\$70,778.05	\$48.46
	4	\$68,331.81	\$46.80	\$70,723.42	\$48.44	\$73,198.74	\$50.14
Professional 3	1	\$70,589.31	\$48.33	\$73,059.94	\$50.02	\$75,617.04	\$51.77
	2	\$73,043.43	\$50.01	\$75,599.95	\$51.76	\$78,245.95	\$53.57
	3	\$75,595.82	\$51.77	\$78,241.67	\$53.58	\$80,980.13	\$55.46
	4	\$77,757.26	\$53.24	\$80,478.76	\$55.10	\$83,295.52	\$57.03
Professional 4	1	\$80,063.92	\$54.82	\$82,866.16	\$56.74	\$85,766.48	\$58.73
	2	\$82,370.59	\$56.40	\$85,253.56	\$58.37	\$88,237.43	\$60.41
	3	\$84,775.55	\$58.05	\$87,742.69	\$60.08	\$90,813.68	\$62.18
	4	\$87,230.76	\$59.74	\$90,283.84	\$61.83	\$93,443.77	\$63.99
Professional 5	1	\$89,734.02	\$61.45	\$92,874.71	\$63.60	\$96,125.32	\$65.83
	2	\$92,383.60	\$63.26	\$95,617.03	\$65.47	\$98,963.63	\$67.76
	3	\$95,035.42	\$65.08	\$98,361.66	\$67.36	\$101,804.32	\$69.72
	4	\$97,784.42	\$66.95	\$101,206.87	\$69.29	\$104,749.11	\$71.72
Professional 6	1	\$100,630.60	\$68.90	\$104,152.67	\$71.31	\$107,798.01	\$73.81
	2	\$103,477.89	\$70.87	\$107,099.62	\$73.35	\$110,848.11	\$75.92
	3	\$106,479.34	\$72.92	\$110,206.12	\$75.47	\$114,063.33	\$78.11
	4	\$109,567.92	\$75.04	\$113,402.80	\$77.67	\$117,371.90	\$80.39
Professional 7	1	\$112,745.86	\$77.20	\$116,691.97	\$79.90	\$120,776.19	\$82.70
	2	\$116,014.27	\$79.44	\$120,074.77	\$82.22	\$124,277.39	\$85.10
	3	\$119,284.92	\$81.68	\$123,459.89	\$84.54	\$127,780.99	\$87.50
	4	\$122,554.45	\$83.92	\$126,843.86	\$86.86	\$131,283.40	\$89.90
Professional 8	1	\$125,861.96	\$86.19	\$130,267.13	\$89.21	\$134,826.48	\$92.33
	2	\$129,262.20	\$88.51	\$133,786.38	\$91.61	\$138,468.90	\$94.82
	3	\$132,660.18	\$90.85	\$137,303.29	\$94.03	\$142,108.91	\$97.32
	4	\$136,059.30	\$93.16	\$140,821.38	\$96.42	\$145,750.13	\$99.79
Professional 9	1	\$139,952.13	\$95.83	\$144,850.45	\$99.18	\$149,920.22	\$102.65
	2	\$143,030.65	\$97.94	\$148,036.72	\$101.37	\$153,218.01	\$104.92
	3	\$146,110.29	\$100.04	\$151,224.15	\$103.54	\$156,517.00	\$107.16
	4	\$149,831.10	\$102.59	\$155,075.19	\$106.18	\$160,502.82	\$109.90

S2.2

PROFESSIONAL WORK LEVEL STANDARDS

PROFESSIONAL 1

(a) **Training level or qualifications**

Level 1 duties typically require a skill level that assumes and requires knowledge, training or experience relevant to the duties to be performed; or

- (i) completion of year 12 without work experience; or
- (ii) completion of Certificates I or II with work related experience; or
- (iii) an equivalent combination of experience and training.

(b) **Occupational equivalent**

Administrative assistant

(c) **Level of supervision**

Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

(d) **Task level**

Perform a range of straightforward tasks where procedures are clearly established. May perform more complex tasks.

(e) **Organisational knowledge**

Following training, may provide general information/advice and assistance to members of the public, students and other staff that is based on a broad knowledge of the employee's work area / responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

(f) **Judgement, independence and problem solving**

Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

(g) **Typical activities**

Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

PROFESSIONAL 2

(a) **Training level or qualifications**

Level 2 duties typically require a skill level that assumes and requires knowledge or training in clerical/ administrative, trades or technical functions equivalent to:

- (i) completion of Year 12 or a Certificate II, With relevant work experience; or
- (ii) an equivalent combination of relevant experience and/or education / training.

(b) **Occupational equivalent**

Administrative assistant.

(c) **Level of supervision**

General direction. This is the first level where supervision of other staff may be required.

(d) **Task level**

Some complexity. Apply body of knowledge equivalent, including diagnostic skills and assessment of the best approach to a given task.

(e) **Organisational knowledge**

Perform tasks/ assignments that require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

(f) **Judgement, independence and problem solving**

Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

(g) **Typical activities**

In administrative positions, perform a range of administrative support tasks including:

- (i) standard use of a range of desktop-based programs, for example, word processing, established spreadsheet or database applications;
- (ii) management information systems (for example, financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- (iii) provide general administrative support to other staff including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- (iv) process accounts for payment.

PROFESSIONAL 3

(a) **Training level or qualifications**

Level 3 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- (i) completion of a diploma level qualification with relevant work related experience, or;
- (ii) completion of a Certificate IV with relevant work experience, or;
- (iii) completion of a Certificate III with extensive relevant work experience, or;
- (iv) an equivalent combination of relevant experience and/or education/ training

(b) **Occupational equivalent**

Administrative officer

(c) **Level of supervision**

General direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand-alone work.

(d) **Task level**

May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

(e) **Organisational knowledge**

Perform tasks / assignments that require proficiency in the work area's rules, regulations,

processes and techniques, and how they interact with other related functions.

(f) **Judgement, independence and problem solving**

In administrative positions, provide factual advice that requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(g) **Typical activities**

In administrative positions:

- (i) may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- (ii) plan and set up spread sheets or data base applications;
- (iii) be responsible for providing a full range of secretarial services;
- (iv) provide advice to students on enrolment procedures and requirements; and
- (v) administer enrolment and course progression records.

PROFESSIONAL 4

(a) **Training level or qualifications**

Level 4 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- (i) completion of a degree without subsequent relevant work experience; or
- (ii) completion of an advanced diploma qualification and at least one (1) years subsequent relevant work experience; or
- (iii) completion of a diploma qualification and at least two (2) years subsequent relevant work experience; or
- (iv) completion of a Certificate IV and extensive relevant work experience; or
- (v) an equivalent combination of relevant experience and / or education/ training.

(b) **Occupational equivalent**

Degree level graduate or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations.

(c) **Level of supervision**

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

(d) **Task level**

Apply body of broad technical knowledge and experience, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(e) **Organisational knowledge**

Perform tasks/ assignments that require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and

influence others.

(f) **Judgement, independence and problem solving**

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team.

(g) **Typical activities**

In administrative positions:

- (i) responsible for the explanation and administration of an administrative function, for example,
- (ii) Government funding advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under general supervision:

- (i) work as part of a research team in a support role.

PROFESSIONAL 5

(a) **Training level or qualifications**

Level 5 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- (i) a degree with subsequent relevant experience; or
- (ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- (iii) an equivalent combination of relevant experience and/or education/ training.

(b) **Occupational equivalent**

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line manager.

(c) **Level of supervision**

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional staff.

(d) **Task level**

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(e) **Organisational knowledge**

Perform tasks/ assignments that require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

(f) **Judgement, independence and problem solving**

Discretion to innovate within own function and take responsibility for outcomes; design, develop

and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

(g) **Typical activities**

In administrative positions:

- (i) provide financial, policy and planning advice,
- (ii) service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence,
- (iii) monitor expenditure against budget.

In professional positions:

- (iv) provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services,
- (v) provide counselling services,
- (vi) provide documentation and assistance to computer users,
- (vii) analyse less complex user and system requirements.

PROFESSIONAL 6

(a) **Training level or qualifications**

Level 6 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- (i) a degree with at least four (4) years subsequent relevant experience, or
- (ii) extensive experience and management expertise in technical or administrative fields, or
- (iii) an equivalent combination of relevant experience and/or education / training.

(b) **Occupational equivalent**

Senior librarian; professional officer; senior administrator in a small less complex Academic Division.

(c) **Level of supervision**

Broad direction. May manage other staff including administrative, technical and / or professional staff.

(d) **Task level**

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

(e) **Organisational knowledge**

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(f) **Judgement, independence and problem solving**

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve standalone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of

policy that has an impact beyond the immediate work area.

(g) **Typical activities**

- (i) In a library, combine specialist expertise and responsibilities for managing a library function.
- (ii) In student services, the training and supervision of other professional staff combined with policy development responsibilities that may include research and publication.
- (iii) In administrative positions, provide less senior administrative support to relatively small and less complex Academic Divisions or equivalent.

PROFESSIONAL 7

(a) **Training level or qualifications**

Level 7 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience, or
- (ii) extensive experience and management expertise, or
- (iii) an equivalent combination of relevant experience and/or education / training.

(b) **Occupational equivalent**

Manager (including administrative, research, professional or scientific); senior school or Academic administrator; researcher.

Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other staff including administrative, technical and/or professional staff.

(c) **Task level**

Work at this level is likely to require the development of new ways of using a specific body of knowledge that applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(d) **Organisational knowledge**

The employee would be expected to make policy recommendations to others and to implement programs involving major change that may impact on other areas of the institution's operations.

(e) **Judgement, independence and problem solving**

Responsible for program development and implementation. Provide strategic support and advice (for example, to schools or Academic Divisions) requiring integration of a range of University of Canberra, University of Canberra College and Navitas Ltd policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(f) **Typical activities**

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.
- (iii) Manage a small or specialised unit where significant innovation, initiative and / or

judgement are required.

- (iv) Provide senior administrative support of medium complexity, taking in to account the size, budget, course structure, external activities and management practices within the Academic Division or equivalent unit.

PROFESSIONAL 8

(a) Training level or qualifications

Level 8 duties typically require a skill level that assumes and requires knowledge or training equivalent to:

- (i) postgraduate qualifications and extensive relevant experience, or;
- (ii) extensive management experience and proven management expertise, or;
- (iii) an equivalent combination of relevant experience and/or education / training .

(b) Occupational equivalent

Manager (including administrative, research, professional or scientific); senior school or Academic administrator; senior researcher .

(c) Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other staff including administrative, technical and/or professional staff.

(d) Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

(e) Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change that may impact on other areas of the institution's operations.

(f) Judgement, Independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (for example, to schools or Academic Divisions or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

(g) Typical activities

- (i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.
- (iii) Manage a small and specialised unit where significant innovation, initiative and/or judgement are required.
- (iv) Provide senior administrative support, taking in to account the size, budget, course structure, external activities and management practices within the Academic Division or

equivalent unit.

PROFESSIONAL 9

(a) **Training level or qualifications**

Duties at or above this level typically require a skill level that assumes and requires knowledge or training equivalent to:

- (i) proven expertise in the management of significant human and material resources; in addition to, in some areas,
- (ii) Postgraduate qualifications and extensive relevant experience.

(b) **Occupational equivalent**

Senior program, research or administrative manager

(c) **Level of supervision**

Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or staff (including administrative, technical and/or professional staff).

(d) **Task level**

Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

(e) **Organisational knowledge**

Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting strategies to new, including externally generated, demands.

(f) **Judgement, independence and problem solving**

Be fully responsible for the achievement of significant organisational objectives and programs.

(g) **Typical activities**

- (i) Manage a large functional unit with a diverse or complex set of functions and significant resources.
- (ii) Manage a more complex function or unit where significant innovation, initiative and/or judgement are required.
- (iii) Provide senior administrative support involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position

S3 SCHEDULE 3

CASUAL PAY RATES: TEACHING STAFF

Teachers (excludes ELICOS Teachers)

Classification	Rates applying from the first full pay period commencing on or after 1 June 2024 (3.5% increase)	Rates applying from the first full pay period commencing on or after 1 June 2025 (3.5% increase)	Rates applying from the first full pay period commencing on or after 1 June 2026 (3.5% increase)
Award Subjects			
Lecture	\$213.83	\$221.31	\$229.06
Lecture Repeat	\$142.56	\$147.55	\$152.71
Tutorial	\$153.13	\$158.49	\$164.04
Tutorial Repeat	\$102.07	\$105.64	\$109.34
Bridging Subjects			
Lecture	\$181.84	\$188.20	\$194.79
Lecture Repeat	\$121.03	\$125.27	\$129.65
Tutorial	\$130.18	\$134.74	\$139.46
Tutorial Repeat	\$86.76	\$89.80	\$92.94
Non-teaching Rate	\$52.50	\$54.34	\$56.24
Common to all subjects			
Partial Convenor	\$51.04	\$52.83	\$54.68
Full Convenor	\$71.29	\$73.79	\$76.37
Marking Rate 1	\$51.04	\$52.83	\$54.68
Marking Rate 2	\$49.02	\$50.74	\$52.52
Consultation	\$51.04	\$52.83	\$54.68
Academic Administration Level 1	\$49.03	\$50.75	\$52.53
Academic Administration Level 2	\$54.90	\$56.82	\$58.81

For the purpose of determining the number of hours worked by a teacher the following will apply:

- (i) a lecture, being the main presentation of course material in a subject, will count as 3 hours' work for each hour of delivery, and will include associated preparation, assessment and student consultation.
- (ii) a tutorial, being a presentation to students in a unit or subject in which lectures are offered will count as 3 hours' work for each hour of delivery and will include associated preparation, assessment and student consultation; and
- (iii) a repeat of a lecture or tutorial, carried out within 28 days of the first delivery, will count as 2 hours' work for each hour of delivery.

(b) **Award Subjects**

Award Lecture A lecture, being the main presentation of course material in a subject, will count as three hours' work for each hour of delivery, and will include

associated preparation, assessment and student consultation.

- Award Lecture Repeat** A repeat of a lecture, carried out within 28 days of the first delivery, will count as two hours' work for each hour of delivery.
- Award Tutorial** A tutorial, being a presentation to students in a unit or subject in which lectures are offered will count as will count as three hours' work for each hour of delivery and will include associated preparation, assessment and student consultation.
- Award Tutorial Repeat** A repeat of a tutorial, carried out within 28 days of the first delivery, will count as two hours' work for each hour of delivery.

(c) Bridging Subjects

Bridging Lecture	A lecture, being the main presentation of course material in a subject, will count as three hours' work for each hour of delivery, and will include associated preparation, assessment and student consultation.
Bridging Lecture Repeat	A repeat of a lecture, carried out within 28 days of the first delivery, will count as two hours' work for each hour of delivery.
Bridging Tutorial	A tutorial, being a presentation to students in a unit or subject in which lectures are offered will count as will count as three hours' work for each hour of delivery and will include associated preparation, assessment and student consultation.
Bridging Tutorial Repeat	A repeat of a tutorial, carried out within 28 days of the first delivery, will count as two hours' work for each hour of delivery.
Full Convenor consultation	This rate applies to subject/unit coordinator This rate applies consultation with students to assist or supplement teaching.