

## UNIVERSITY OF NEWCASTLE TEACHERS ENTERPRISE AGREEMENT 2014

### EXPLANATORY NOTES

If approved, this Agreement will replace the University of Newcastle Teachers Agreement 2010 which took effect from 28 January 2011. As did the 2010 Agreement, this Agreement will provide comprehensive terms and conditions of employment for Teachers. It is consistent with and will operate together with the National Employment Standards under the Fair Work Act 2009 ["the Act"]

These notes explain the effect of the Agreement and draw attention to the differences between the 2010 Agreement and the new Agreement.

**Any staff who have any questions about the new Agreement, or who have difficulty understanding these notes for any reason are encouraged to contact Employee Relations (Paul Munro, 492-15278; Greg Kerr, 492-15399; Alison Bodiam, 492-54932).**

Clause	Title	Comment
1	Application	This clause states who is covered by the Agreement- in summary, all staff employed as Teachers and not covered by the Academic Staff Enterprise Agreement 2014 or the Professional Staff Enterprise Agreement 2014
2	Operation of the Agreement	Apart from the addition of transitional provisions (see below) this clause is in substance the same as clause 2 in the 2010 Teachers Agreement.  The clause states that the Agreement: <ul style="list-style-type: none"><li>• will remain in force up to and including its Nominal Expiry Date of 30 June 2017 (cl.2.1). [Note: under the Fair Work Act 2009, an Enterprise Agreement continues to apply after its Nominal Expiry Date until it is either replaced by a new Agreement or is terminated in accordance with the Fair Work Act]; and</li><li>• will over-ride and replace all other Awards and agreements that would otherwise apply The Agreement replaces the Educational Services (Post-Secondary) Award 2010 [to see the Award, Ctrl + click on the following link- <a href="https://www.fwc.gov.au/documents/documents/modern_awards/pdf/MA000075.pdf">https://www.fwc.gov.au/documents/documents/modern_awards/pdf/MA000075.pdf</a> ]</li></ul> Subclause 2.6 provides for transition arrangements under which processes which had commenced under the 2010 Teachers Agreement. Such process will continue in accordance

		with the relevant provisions of the new Agreement.. The clause lists these processes.
3	Definitions	This clause defines some of the particular terms used in the Agreement. Community Music Teacher and Deputy Program Convenor have been newly defined.
4	Flexibility	<p>The Act requires that every Agreement include a clause that allows for the employer and an individual employee to enter into an agreement called a Flexibility Arrangement about the matters identified in the flexibility clause as long as the employee will be better off under the flexibility arrangement than they would have been under the Agreement.</p> <p>Under this Agreement, a flexibility agreement can be made in respect to Annual Leave (clause 47) and is subject to the agreement meeting the genuine needs of the University and the relevant staff member per clause 4.5(i)</p> <p>With the exception of the above, the clause is substantially the same as clause 4 in the 2010 Teachers Agreement.</p>
5	Availability of Agreement	This clause is identical to clause 5 of the 2010 Teachers Agreement.
6	Performance Review and Development	<p>This clause is in substantially the same terms as clause 6 of the 2010 Teachers Agreement but with the following substantive changes:</p> <ul style="list-style-type: none"> <li>• changes to update the name to the Performance Review and Development process (cl. 6.1(i));</li> <li>• expands the scope of the Performance Review and Development process to include skills improvement among staff as well as career opportunities (cl. 6.1(iii));</li> <li>• provides for the University's performance expectations to be taken into account in the PRD process (cl. 6.1.(v));</li> <li>• allows for a Performance Review and Development ("PRD") Supervisor to delegate a PRD Mentor to carry out the PRD (cl. 6.3) The staff member may request the nomination of an alternate PRD Supervisor or Mentor (cl.6.4);</li> <li>• Performance and Development plans will need to consider the University's strategic objectives, in addition to other matters (cl. 6.6);</li> <li>• student feedback is not to be used as the sole measure of teaching unless systematic</li> </ul>

		<p>and sustained poor teaching is evidenced and the issues have not been resolved by previous developmental interventions and strategies being put in place (cl. 6.7);</p> <ul style="list-style-type: none"> <li>• clause 6.8 makes it clear that the role of a mentor used to encourage the professional development of staff members is distinct from the PRD Mentor role referred to in clause 6.4;</li> <li>• PRD information may be accessed by the supervisor's manager for the purposes of career planning and performance management among other specified matters (cl. 6.9);</li> <li>• the Performance Review &amp; Development Framework operates alongside, but is separate to the processes referred to in the sub clause including probation (cl. 6.10(v)).</li> </ul>
7	Staff Supervision	This clause is identical to clause 7 in the 2010 Teachers Agreement.
8	Managing Staff Workload	This clause is substantially similar to clause 8 of the 2010 Teachers Agreement. This clause sets out the principles which are to be used in managing workload. Unlike the previous clause in the 2010 Teachers Agreement, this clause specifies that the supervisor and staff member shall meet to discuss and attempt to resolve the staff members concerns about workload (cl. 8.4). The title of Director Human Resources Services has been updated to Director People and Workforce Strategy.
9	Probation	This clause is substantially the same as clause 9 in the 2010 Teachers Agreement other than updating the title of Director Human Resources to Director People and Workforce Strategy.
10	Performance Concerns	This clause is identical to clause 10 in the 2010 Teachers Agreement.
11	Unsatisfactory Performance	<p>This clause is in substantially the same terms as clause 11 of the 2010 Teachers Agreement apart from the following substantive changes:</p> <ul style="list-style-type: none"> <li>• the 10 working day period allowed for staff members to respond to a report recommending disciplinary action may be extended on request by the staff member if there are exceptional circumstances (cl. 11.5);</li> <li>• the Director will inform the staff member in writing of a decision as the action to be taken on a report from the staff member's supervisor (cl. 11.6);</li> </ul>

12	Misconduct/Serious Misconduct	<p>This clause is substantially the same as clause 12 in the 2010 Teachers Agreement apart from the following substantive changes:</p> <ul style="list-style-type: none"> <li>• the definition of 'serious misconduct' being expanded to mean and include:           <ul style="list-style-type: none"> <li>○ misbehaviour which constitutes a serious impediment to the carrying out of the staff member, or other staff member(s) duties (cl. 12.1.2(i));</li> <li>○ serious dereliction of duties (cl. 12.1.2(ii));</li> <li>○ conviction by a court of an offence which constitutes serious impediment of a specified kind (cl. 12.1.2(iii));</li> <li>○ persistent and repeated instances of proven misconduct which evidence a pattern of behaviour (cl. 12.1.4);</li> </ul> </li> <li>• removal of the limitation which prevented matters already dealt with under the Unsatisfactory Performance clause being dealt with as Misconduct (cl.12.1.4)</li> </ul>
13	Disciplinary Action	This clause is identical to clause 13 in the 2010 Teachers Agreement.
14	Staff Reports	This new clause has been included to provide clarification for staff reports particularly adverse reports and is consistent with the Staff Reports clause in the University of Newcastle General Staff Enterprise Agreement 2010 and proposed Professional Staff Enterprise Agreement 2014
15	Induction	This clause is identical to clause 15 in the 2010 Teachers Agreement.
16	Staff Development	<p>This clause has been expanded from clause 14 in the 2010 Teachers Agreement. The substantive differences include:</p> <ul style="list-style-type: none"> <li>• each organisational unit will be required to prepare a training and development plan which takes into account the University's strategic plan as well as development needs identified in the Performance Review and Development process (cl16.3).</li> </ul>
17	Study Leave, Examination Leave & Reimbursement of Fees	This clause is identical to clause 16 of the 2010 Teachers Agreement.
18	Organisational Change	This clause is in substantially the same terms as clause 17 of the 2010 Teachers Agreement

		<p>apart from the following substantive difference:</p> <ul style="list-style-type: none"> <li>• specific consultation procedures are provided in instances whereby change will affect only one staff member (cl. 18.3). In this situation, the University will provide the staff member and the Unions with information about the likely effects of the change and have discussions about the proposed change, rather than following the full consultation process that would apply in a more extensive change.</li> </ul>
19	Redeployment & Redundancy	<p>This clause has been significantly redrafted and includes the following substantive differences from clause 18 in the 2010 Teachers Agreement:</p> <ul style="list-style-type: none"> <li>• a new option has been added, whereby a detached staff member can elect to seek employment outside the University with outplacement support up to the equivalent of 18 weeks' salary with a reduced redeployment period of 8 weeks (cl.19.1.3(iii) and clause 19.3 instead of either voluntary separation or redeployment within the University.</li> <li>• staff members who elect the new option will become detached staff for a period of up to 8 weeks from the date of notification. The staff member will be given assistance by the University in finding new employment outside the University including: <ul style="list-style-type: none"> <li>○ access to a comprehensive suite of career transition assistance;</li> <li>○ development of a career transition plan, The cost of which will be paid by the University equivalent to 18 weeks of the staff member's base salary – subject to approval;</li> <li>○ maintenance of preference of appointment for suitable positions within the University where vacancies exist;</li> <li>○ Salary maintenance for the 8 week detachment period;</li> <li>○ allocation of suitable temporary work.</li> </ul> </li> </ul> <p>Other options and VSP/redundancy benefits and the processes to be applied are unchanged from the 2010 Teachers Agreement.</p>
20	Resignation and Termination	<p>This clause is substantially similar to clause 19 in the 2010 Teachers Agreement but has been extensively reformatted and new provisions have been added as follows:</p>

		<ul style="list-style-type: none"> <li>• where a staff member resigns they are required to give a notice period as outlined in either their contract of employment, the table provided or a notice period which is sufficient to complete their existing teaching obligations – whichever is the greater (cl. 20.1 to cl. 20.3) This provides greater clarity where the equivalent clause under the 2010 Teachers Agreement only referred to teaching commitments.</li> <li>• the clause setting out the periods of notice to be given by the University when terminating a staff member's employment makes clear that the University may give notice or make payment in lieu of notice (other than where a staff member has been terminated on grounds of serious misconduct, who will not be entitled to notice or payment in lieu).</li> </ul>
21	Abandonment of Employment	This clause is identical to clause 20 of the 2010 Teachers Agreement.
22	Incapacity	This clause is identical to clause 21 of the 2010 Teachers Agreement
23	Intellectual Property Rights	This clause is identical to clause 22 of the 2010 Teachers Agreement.
24	Intellectual Freedom	<p>This clause is substantially similar to clause 23 of the 2010 Teachers Agreement but has been modified as follows:</p> <ul style="list-style-type: none"> <li>• the right of freedom of opinion and expression does not extend to allowing the right to harass, intimidate or vilify (cl. 24.2);</li> <li>• a new clause has been included which specifically confers on staff members the right to pursue critical enquiry, teach, assess and develop curricula, publish and research , within the limits of their professional competence and consistent with their role and employment obligations (cl.24.4).</li> </ul>
25	Equity & Equal Employment Opportunity	This clause is identical to clause 24 of the 2010 Teachers Agreement.
26	Work Health and Safety	This clause has been renamed "Work, Health and Safety" in line with the <i>Work Health and Safety Act 2011</i> . The body of the clause has been amended to reflect this change in the legislation but apart from this change, this clause is identical to clause 25 of the 2010 Teachers Agreement.

27	Mental Health and Wellbeing	<p>This is a new clause reflecting the University's commitment to having a workplace which does not create or exacerbate mental illness. The substantive aspects of this clause include:</p> <ul style="list-style-type: none"> <li>• the University recognising the importance of a work environment which doesn't create or exacerbate mental illness;</li> <li>• the University consulting staff members regarding strategies relating to workplace health;</li> <li>• including representatives of the NTEU in a psychological health working party as part of the University's Healthy University Initiative (cl.27.3).</li> </ul>
28	Discrimination, Harassment, Bullying & Victimisation	This clause is identical to clause 26 of the 2010 Teachers Agreement.
29	Staff Counselling & Assistance	This clause is identical to clause 27 of the 2010 Teachers Agreement.
30	Compensation for Loss of Personal Property	This new clause has been included to clarify the circumstances whereby a staff member is compensated for the loss of personal property. This clause is consistent with the clause Compensation for loss of Personal Property in the University of Newcastle General Staff Enterprise Agreement 2010 and the proposed University of Newcastle Professional Staff Enterprise Agreement 2014
31	Environmental Sustainability	<p>This is a new clause highlighting the importance of incorporating sustainable environmental practices into the strategies and plans of the University with respect to sustainability and conditions of employment. The substantive aspects of this clause include:</p> <ul style="list-style-type: none"> <li>• stating the University's commitment to environmental sustainability</li> <li>• the parties to the Agreement agreeing the long term sustainability of conditions at the University is related to job security (cl. 31.2); and</li> <li>• staff members being consulted and having the opportunity to have input into initiatives promoting environmental sustainability (cl. 31.3).</li> </ul>
32	Salary	<p>See also Schedules 1 and 2 of the Agreement for actual rates of pay.</p> <p>The Agreement provides for the following salary increases. These increases will apply from the</p>

		start of the first full pay period beginning on or after the stated date:	
	Date	Increase	Cumulative Increase in Salary
	31 March 2014	1.5%	1.5%
	30 September 2014	1.5%	3%
	31 March 2015	3%	6%
	31 March 2016	3%	9%
	31 March 2017	3%	12%
	Clause 32.3 dealing with incremental advancement has been moved into this clause instead of being included in Schedule where it appeared in the 2010 Agreement.		
33	Salary Packaging	This clause is identical to clause 29 of the 2010 Teachers Agreement.	
34	Superannuation	This clause is identical to clause 30 of the 2010 Teachers Agreement.	
35	Overtime	This clause is identical to clause 31 of the 2010 Teachers Agreement.	
36	Relieving Allowance	This clause is identical to clause 32 of the 2010 Teachers Agreement.	
37	Higher Duties Allowance	This clause is identical to clause 33 of the 2010 Teachers Agreement.	
38	Work Related Travel	This clause is identical to clause 34 of the 2010 Teachers Agreement.	

39	Categories of Employment	<p>This clause has been significantly redrafted from clause 35 of the 2010 Teachers Agreement. The key substantive differences include:</p> <ul style="list-style-type: none"> <li>• the structure of the clause has changed from the 2010 Teachers Agreement. Additional headings have been inserted for greater clarity;</li> <li>• where the University refuses conversion of a fixed-term staff member to continuing employment it must notify the staff member of the decision within 8 weeks of the application being made (39.19)</li> </ul>
40	Aboriginal and Torres Strait Islander Employment	<p>This clause remains in substantially similar terms to clause 36 of the 2010 Teachers Agreement apart from the following changes:</p> <ul style="list-style-type: none"> <li>• the University's Reconciliation Statement, Reconciliation Action Plan (RAP), Aboriginal and Torres Strait Islander Employment Strategy (ATSIERS) and the NeW Directions Strategic Plan 2013-2015 are formally identified as critical source documents in respect to the application and interpretation of the Universities objective to maintain a workplace environment which values Aboriginal and Torres Strait Islander peoples' culture, aspirations and contributions (cl. 40.2 and 3);</li> <li>• specific attraction and recruitment objectives of 3.9% of staff (120 FTE) by 2015 have been established. This is across Academic, Professional staff and Teachers as well as faculties and divisions (cl. 40.4(i)). A mechanism is established for consultation in the event that it appears that this target may not be achieved (cl.40.10);</li> <li>• an indigenous Employment Committee is established with a specific frame of reference to achieve the objectives of this clause. Its membership will include an Aboriginal and / or Torres Strait Islander representative from the NTEU (cl.40.3 and 4);</li> <li>• selection Committee members and relevant supervisors will be encouraged to undertake Indigenous Cultural Competency training where a candidate, or successful applicant, has identified themselves as being either Aboriginal or Torres Strait Islander (cl. 40.12 to 40.15);</li> <li>• the University will offer an appropriate Aboriginal and / or Torres Strait Islander mentor</li> </ul>

		<p>to all new Indigenous staff appointees of the University (cl. 40.15);</p> <ul style="list-style-type: none"> <li>• strategies will be developed by the University, in conjunction with the Indigenous Employment Coordinator, and relevant staff member to assist the indigenous staff member to seek alternative employment opportunities within the University following the end of a fixed-term employment contract (cl. 40.18);</li> <li>• the Wollotuka Institute may determine that it will employ only Aboriginal and Torres Strait Islander people in order to allow it effectively carry out its services (40.19);</li> <li>• a position of Dean of Aboriginal and Torres Strait Islander Education and Research has been established and will be responsible for high level strategic advice regarding indigenous matters within the University and wider community, leadership and management for indigenous education as well as the achievement of the University's indigenous strategic priorities (40.20);</li> <li>• Indigenous Australian leave has been extended to provide for up to 5 days unpaid Indigenous Australian leave in addition to the existing entitlement to 5 days' paid leave per year (cl. 40.22);</li> <li>• the definition of Language is expanded to include the full range of means of communication used in Indigenous culture, and is not limited to words alone (cl. 40.24);</li> <li>• Directors will seek expert advice in assessing the endorsement and payment of Language allowances.</li> </ul>
41	Hours of Work	<p>This clause is in substantially the same terms as clause 37 of the 2010 Teachers Agreement apart from the following changes:</p> <ul style="list-style-type: none"> <li>• a new sub subclause (cl. 41.3) has been included to meet new requirements under the Fair Work Act which provides for consultation where the University seeks to change the ordinary hours worked by a staff member or staff members. This requires the University to consult with the relevant staff member(s) about the proposed change and ask to relevant staff member(s) to give their views. The University is required to give prompt consideration to matters raised by the staff member(s) about the change;</li> <li>• information for hours of work for Learning Development staff has been removed from the 2014 Teachers Agreement and will be included in the 2014 Professional Staff</li> </ul>

		Agreement following and Organisational Change process.
42	Duties & Contact Hours	<p>This clause is substantially the same as clause 38 of the 2010 Teachers Agreement apart from the following changes:</p> <ul style="list-style-type: none"> <li>• the title of Non-tertiary Music Teachers has been changed to Community Music Teachers reflecting the change in clause 3 (cl. 42.19) to 43.22);</li> <li>• Community Music Teacher duties have been refined and further clarified (cl. 42.19 to 42.23);</li> <li>• information for duties and contact hours for Learning Development staff has been removed from the 2014 Teachers Agreement and will be included in the 2014 Professional Staff Agreement and University PDs following and Organisational Change process.</li> </ul>
43	Meal Breaks	This clause is identical to clause 39 of the 2010 Teachers Agreement.
44	Class Sizes	<p>This clause is substantially the same as clause 40 of the 2010 Teachers Agreement apart from clarifying the maximum class size limits for Elicos staff members as 18 students other than for lectures.</p> <p>Information for class sizes for Learning Development staff has been removed from the 2014 Teachers Agreement and will be included in the 2014 Professional Staff Agreement and University PDs following and Organisational Change process</p>
45	Qualifications & Recognition of Service	This clause is substantially the same as clause 41 of the 2010 Teachers Agreement.
46	Request for Flexible Working Arrangements	This clause has been amended to reflect changes to the National Employment Standard under the Fair Work Act. A table summarising the relevant statutory provisions is included.
47	Annual Leave	This clause is substantially the same as clause 43 of the 2010 Teachers Agreement apart from a clarification of when the University can direct a staff member to take accrued annual leave in excess of 40 days per clause 47.10.
48	Long Service Leave	This clause is in substantially similar terms to clause 44 of the 2010 Teachers Agreement apart

		<p>from the following substantial differences:</p> <ul style="list-style-type: none"> <li>• the wording in columns 2 and 3 of 48.1.1 (ii) and (iii) has been amended to clarify that the rates of accrual of Long Service Leave are not cumulative (e.g. a staff member for each year of service after the completion of 15 years' service will accrue 15 days LAL, rather than <math>5+9=24</math> days);</li> <li>• removal of a clause providing for targets for reduction of excessive LSL accruals;</li> <li>• removal of a provision in the 2010 Agreement relating to breaks in service of more than 2 months with the University, which was ambiguous and inconsistent with clause 48.1.1, which provides that all service with the University whether continuous or broken, counts for LSL.</li> </ul>
49	Personal Leave	This clause is substantially the same as clause 45 of the 2010 Teachers Agreement apart from changes to headings to better reflect the provisions that follow them. There is also a significant extension (see cl.49.1 (vii) to the circumstances where Personal Leave may be used to include attending to matters arising out of domestic violence situations (as defined in clause 58).
50	Compassionate Leave	This clause is identical to clause 46 of the 2010 Teachers Agreement.
51	Parental Leave	<p>There are a number of significant changes to this clause from clause 47 of the 2010 Teachers Agreement. These include:</p> <ul style="list-style-type: none"> <li>• the addition of the express provision which allows a staff member to take Parental Leave, as outlined in the clause, for a subsequent child occurring during the initial period of parental leave and clarifies the inter-relation between the two periods of leave (cl. 51.9);</li> <li>• agreement to review the impact of any new changes of the Federal Governments Paid Parental Leave Scheme (cl. 51.10);</li> <li>• a new provision has been included so that the entitlement to paid parental leave for a primary carer staff member who has worked varied hours prior to taking leave will be calculated based on average hours worked in the 12 months preceding the Parental Leave (cl. 51.15);</li> <li>• staff members returning to work within their period of paid leave on a part-time basis</li> </ul>

		<p>can use any remaining unused paid parental leave to increase their service fraction thus “topping up” their pay to the rate they were on prior to commencing Parental Leave, subject to all paid Parental leave being used within 52 weeks of the staff member commencing Parental Leave. (cl. 51.17(iii));</p> <ul style="list-style-type: none"> <li>• the entitlements to Parental Leave for partners who become the Primary Carer and the way in which they will be applied have been clarified; (cl. 51.18 );</li> <li>• keeping in touch provisions have been added to reflect the requirements within the <i>Fair Work Act 2009</i> (cl.51.22).</li> </ul>
52	Emergency Services Leave	This clause is identical to clause 48 in the 2010 Teachers Agreement.
53	Jurors Leave	This clause is identical to clause 49 of the 2010 Teachers Agreement.
54	Witness Leave	This clause is identical to clause 50 of the 2010 Teachers Agreement.
55	Leave Without Pay	This clause is identical to clause 51 of the 2010 Teachers Agreement.
56	Public Holidays	This clause is identical substantially the same to clause 52 of the 2010 Teachers Agreement. A minor change to wording more closely reflects the terminology of the <i>Public Holidays Act 2010</i> .
57	University Holidays	This clause is identical to clause 53 of the 2010 Teachers Agreement.
58	Domestic Violence – Support for Staff Members	<p>This new clause provides staff members with practical support should they be subject to domestic violence, as defined within the clause. The key provisions of this clause include:</p> <ul style="list-style-type: none"> <li>• a definition of ‘domestic violence’ based on relevant NSW Legislation (cl. 58.1);</li> <li>• capacity to introduce appropriate and reasonable measures, through discussions between the staff member and their supervisor, to mitigate any impact on the staff member’s attendance or performance where these is affected by domestic violence (cl. 58.3)</li> <li>• access to the University’s Employee Assistance Program for a staff member and their immediate family members experiencing Domestic Violence. The University will meet reasonable costs in providing this support (cl. 58.4);</li> <li>• access to personal leave, flexible work arrangements ,and changes to work location,</li> </ul>

		<p>phone number, email address with access to Leave Without Pay where paid leave has been exhausted (cl. 58.6);</p> <ul style="list-style-type: none"> <li>• access to Personal (Carers) leave for staff members supporting immediate family members experiencing domestic violence (cl. 58.7);</li> <li>• evidentiary requirements which staff members will need to provide in order to gain the support outlined in this clause (cl. 58.8).</li> </ul>
59	Defence Reserves Leave	<p>This new clause outlines the specific entitlements for continuing and fixed term staff who are Reservists in the Australian Defence Force and generally reflects existing University policy and practice. The main provisions include:</p> <ul style="list-style-type: none"> <li>• entitlement of up to 14 full days paid leave each calendar year which does not accumulate from year to year to attend Defence services activities (pro-rata for part-time staff) (cl. 59.1(i), 59.4 and 59.5);</li> <li>• an additional 14 days paid leave in a staff member's first year of Defence service to enable the staff member to complete recruit and initial training (cl.59.1(ii));</li> <li>• staff members may use Annual or Long Service Leave or Leave Without Pay for other periods of Defence service (cl.59.2 and 59.3);</li> <li>• provisions for the University to maintain employer superannuation contributions for staff members during Defence service subject to the conditions set out in the clause (cl.59.6);</li> <li>• a requirement that a staff member provide evidence of the requirement to undertaken Defence service and its duration when applying for such leave (cl.59.8).</li> </ul>
60	Representation	<p>This clause is substantially the same as clause 54 of the 2010 Teachers Agreement, status of time spent on representation duties has been clarified by a new provision to the effect that:</p> <ul style="list-style-type: none"> <li>• time may be allocated in a staff member's workload in respect of representational activities(cl.60.4);</li> </ul>
61	Teachers Consultative Committee	<p>This clause is in substantially the same terms as clause 55 In the 2010 Teachers Agreement apart from the following substantive differences:</p>

		<ul style="list-style-type: none"> <li>• University may also grant time off for consultative committee members to attend appropriate training per clause 61.4</li> </ul>
62	Inquiry Officer	This clause is substantially the same as clause 56 in the 2010 Teachers Agreement.
63	Committee of Inquiry	This clause is substantially the same as clause 57 of the 2010 Teachers Agreement
64	Dispute Resolution Procedure	<p>This clause is substantially the same as clause 58 in the 2010 Teachers Agreement apart from the following substantive differences:</p> <ul style="list-style-type: none"> <li>• a new provision (cl.64.2) has been included that clarifies the entitlement of a staff member to representation (on accordance with clause 60) in the dispute resolution process and an amendment to cl 64.4 allowing for a dispute to proceed directly to the disputes committee where both parties agree.</li> </ul>
Schedule 1	Rates And Allowances To Be Paid For Teachers	<p>This schedule has been updated to reflect the rates of salary applicable during the life of the Agreement.</p> <p>Note that in the table at item 1.2 of the schedule, the number of steps for the Head Teacher Newstep has been expanded to 3 steps from 1 following a review of the classification structure.</p> <p>The change in the heading at item 3 reflects updated title for Community Music Teachers from Non-Tertiary Music Teachers.</p> <p>Community Music Teacher duties have been refined and further clarified consistent with clause 42 of the Agreement.</p> <p>The heading at item 4.1 has been changed to reflect the title change of Program Coordinator to Program Convenor. The allowance for this role increases consistent with salary increases during the life of the Agreement.</p> <p>The item at 4.2 has been included to reflect the new role and rate of pay for the Deputy Program Convenor (as defined in clause 3 of the Agreement).</p>
Schedule 2	Community Music Teachers Descriptors	<p>This schedule has been updated to include descriptions of teaching staff in the following categories:</p> <ul style="list-style-type: none"> <li>• Single Study Conservatorium Teacher</li> <li>• Musicianship, Theory, Composition, Music Craft, Song Writing, Music Technology,</li> </ul>

		<p>Conservatorium Teacher</p> <ul style="list-style-type: none"><li>• Ensemble Conservatorium Teacher</li><li>• Early Childhood Music conservatorium Teacher</li></ul>
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