

From:	NTEU-UoM bargaining team
To:	NTEU members employed by the University of Melbourne
Date:	8 December 2023
Subject:	Summary of draft enterprise bargaining agreement proposal

The information contained in the below table is provided in summary form only, and should be read in conjunction with the full draft enterprise bargaining agreement, accessible on www.unimelbebanow.com.

--Branch bargaining team negotiated outcome--

<u>Condition/claim</u>	<u>Outcome</u>	<u>Clause number</u>	<u>Change from 2018 enterprise agreement / other comments</u>
Salary	Salary increases as follows: <ul style="list-style-type: none"> ▪ 2022 – 2.5% (applied administratively from May 2022) ▪ 2023 – 4% (applied administratively from May 2023). ▪ 2024 – 4% (coming into effect May 2024). ▪ 2025 – 4.5% <ul style="list-style-type: none"> • 2.5% in May. • 2% in November. 	1.10	<ul style="list-style-type: none"> ▪ Adjustments in last agreement were 2.1 % in 2018, 2.1% in 2019, 2.2% in 2020 and 2.2% in 2021.
Job security	<u>Workforce Planning</u> Core workforce baseline of 75% ongoing and 18+ months fixed term; 25% of casual and fixed-term of less than 18 months, and Graduate Researcher Associate positions.	1.15	<ul style="list-style-type: none"> ▪ University currently has unabrogated right to determine composition of workforce. No restrictions on it going backwards on ongoing employment or increasing proportion of casual and short-term fixed-term contract staff.

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	<p>University required to:</p> <ul style="list-style-type: none"> • maintain and build upon the proportionate reduction in casual staff which has occurred between the expiry of the 2018 Agreement and the conclusion of negotiations (reduction of approximately 455 FTE jobs); and • increase the proportion of continuing employment (approx. 56% FTE) relative to fixed-term (31.6% FTE). • Grow continuing jobs. <p>Workforce planning clause based on continuing employment as 'the preferred option for engagement'.</p>		
	<p><u>Fixed-term employment (incl. conversion)</u></p> <ul style="list-style-type: none"> • Restrictions on use of fixed term contracts – only permitted in respect of work needed: <ul style="list-style-type: none"> ○ for a specified period of time with a specified start and end date; ○ for specified task, project or purpose with a specific term of completion other than an end date; or <u>where the work is not required on an ongoing basis.</u> <p>OR</p> 	<p>2.6 3.10</p>	<ul style="list-style-type: none"> ▪ Currently university have significantly greater flexibility to engage fixed-term staff (see clause 2.9 of current agreement). ▪ Currently, conversion only happens after 5yrs and had significantly more loopholes (see from clause 2.9.2.2 of current agreement).

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	<ul style="list-style-type: none"> ○ for temporary backfill of existing staff (eg due to parental leave). ● Conversion rights for employees engaged for 2+ years on successive contracts where: <ul style="list-style-type: none"> ○ the University identifies that role is needed on ongoing basis; ○ the employee was appointed to position through competitive selection process; ○ the employee has performed satisfactorily in the role; and ○ the Employee will be performing the same or substantially similar duties in the ongoing/converted role. ● This applies to all fixed-term staff and the university cannot avail itself of the exceptions for categories of fixed-term staff permitted under the FW Act. 		
	Yearly reporting obligations on workforce data to staff and unions.	1.15.7	<ul style="list-style-type: none"> ■ No requirement in the current agreement that the university report to the union or staff on its workforce data.
	Hard no on paid sick leave for casuals.	N/A	<ul style="list-style-type: none"> ■ No change from current agreement.
	<p><u>Casual Conversion</u></p> <p>Where the University intends to offer further employment to a Casual Employee the offer will be for either</p>	4.7	<ul style="list-style-type: none"> ■ Currently no 'hard' conversion under the agreement for casual staff.

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	<p>Continuing Employment or Continuing Employment (Research Contingent) on a minimum 0.4 full-time equivalent (FTE) part-time basis in circumstances where:</p> <ol style="list-style-type: none"> 1. the Casual Employee has been employed by the University during each year of the preceding three (3) years the offer is being made; and 2. the Casual Employee's total gross annual earnings for each of the preceding three (3) years worked is equivalent to 40% or more of the annual Base Salary (as defined in clause 2.2.32.2.3 for Division 2 Employees or clause 3.2.2 for Division 3 Employees) for the classification of work to be offered; and 3. the offer of employment is to perform the same or substantially similar duties to the preceding Casual employment; and 4. the Casual Employee is not a student of the University. 		
<p>Preferential arrangements for existing insecurely employed employees in respect of new ongoing jobs</p>	<ul style="list-style-type: none"> • "Right of first apply" for staff currently employed by the university in casual/fixed-term positions in relation to new ongoing jobs. • University required them to exhaust reasonable endeavours to appoint internal candidates over external candidates, where Employee has been engaged by the University: 	<p>1.15.9</p>	<ul style="list-style-type: none"> ▪ No requirement in current agreement that university give existing staff the right to apply, or try to fill vacancies with, existing insecurely employed staff.

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	<ul style="list-style-type: none"> ○ over two or more semesters, over two consecutive calendar years; and ○ on a 0.5FTE fraction or more. ● Express purpose of clause to “transfer existing Employees into secure work”. 		
Organisational change	<ul style="list-style-type: none"> ● Tightened wording around obligation to mitigate effects of redundancy. ● Requirement that the university conduct Workload Reviews in relation to roles affected by the implementation of workplace change within six months. 	1.45 2.11 3.15.8	<ul style="list-style-type: none"> ■ Current agreement doesn’t require management to proactively review WL after implementing restructures – currently requires staff lodge a WL grievance (which very few do).
Working hours and workload	<ul style="list-style-type: none"> ● New clause requiring university to backfill staff or reorganise work to address workload issues in respect of planned absences of 4+ weeks. 	2.11 3.15	<ul style="list-style-type: none"> ■ New entitlement. Currently requires staff lodge a WL grievance.
	<ul style="list-style-type: none"> ● Requirement for the university to conduct evidence-based review of workload practices to commence no later than 12 months after commencement of agreement. ● As part of review, must publish all workload allocation policies. 	1.16	<ul style="list-style-type: none"> ■ New provision / process. ■ Expected to produce significant data to assist in pushing for more ambitious WL claims in next agreement.

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	<ul style="list-style-type: none"> • Must publish a final or interim report before the agreement expires. 		
	<ul style="list-style-type: none"> • Requirement that workload be established in a manner that is: <ul style="list-style-type: none"> ○ For academics: “derived from evidence based workload allocation applicable to the role (as shared with the Employee).” ○ For PASO staff: “derived from a reasonable assessment of the time taken to perform required tasks”. 	2.11.2.3 3.15.3.2(b)	<ul style="list-style-type: none"> ▪ New entitlement. ▪ Where there is not an evidence-basis for allocating WL to an academic staff member, or there is no reasonable time-estimate of tasks in respect of PASO staff, the university will be in breach of this clause.
	<ul style="list-style-type: none"> • New clause requiring university to use reasonable endeavours to recruit vacant positions in a timely manner. 	1.15.10	<ul style="list-style-type: none"> ▪ New entitlement/protection
	<ul style="list-style-type: none"> • Hard no on positive duty. 	N/A	<ul style="list-style-type: none"> ▪ N/A
Parental leave (38wks)	<ul style="list-style-type: none"> • 38 weeks leave for ongoing and fixed-term staff from the day their employment commences. • Applies in respect of maternity; partner; adoption, surrogacy & permanent care leave. 	1.25	<ul style="list-style-type: none"> • Current agreement provides for: <ul style="list-style-type: none"> ○ effective entitlement to 24 weeks after 12 months’ continuous service ○ effective entitlement to 36 weeks after 5 years’ continuous service.
Gender Affirmation Leave (30 days)	<ul style="list-style-type: none"> • 30 days paid leave per annum for ongoing, fixed-term and casual staff for purposes incidental to gender affirmation. 	1.23	<ul style="list-style-type: none"> • Currently no entitlement to gender affirmation leave.

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Expiry date + negotiations for next agreement.	<ul style="list-style-type: none"> 2-year agreement, with negotiations for a replacement to commence 6mths prior to expiry. 	1.3	<ul style="list-style-type: none"> Current agreement had expiry date approximately 2.5yrs following commencement (though was intended to run for three – shorter as a result of FWC approval process). As a result of COVID-19, and length of bargaining, 2018 Agreement has had an effective life of 4.5+yrs.
Aboriginal and Torres Strait Islander Employment Target of	<ul style="list-style-type: none"> 350 FTE by 2025. 	1.15.15	<ul style="list-style-type: none"> Current agreement provided for 240 positions by 2021.
Aboriginal and Torres Strait Islander Employment	<ul style="list-style-type: none"> University agrees to replace references to “Indigenous Employees” with “Aboriginal and Torres Strait Islander” Employees. 	Throughout agreement.	<ul style="list-style-type: none"> Current agreement refers to “Indigenous Employees”
	<ul style="list-style-type: none"> Agreement to have no less than one (1) Aboriginal and Torres Strait Islander on selection panels for Indigenous Identified positions, subject to availability of suitably qualified Employees. 	1.8.2	<ul style="list-style-type: none"> New provision.
	<ul style="list-style-type: none"> Anti racism/cultural education program developed for delivery during life of agreement. 	1.15.15	<ul style="list-style-type: none"> New provision.
	<ul style="list-style-type: none"> Agreement for Aboriginal and Torres Strait Islander Employees to have Cultural Load recognised in their workload allocation. Aboriginal and Torres Strait Islander Employees entitled to reject requests to undertake work involving Cultural Load that is outside of their role. 	1.28.3, 1.28/7-8.	<ul style="list-style-type: none"> New provision

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	<ul style="list-style-type: none"> Aboriginal and Torres Strait Islander Employees now have access to 10 days' non-cumulative paid leave for the purpose of attending NAIDOC, community, cultural or ceremonial activities. 	1.28.4	<ul style="list-style-type: none"> Current agreement provides for five (5) days cultural leave.
	<ul style="list-style-type: none"> Aboriginal and Torres Strait Islander Employees entitled to additional 3 days' non-cumulative Personal Leave in the case for bereavement. 	1.28.5	<ul style="list-style-type: none"> Current agreement does not provide additional Personal Leave for Aboriginal and Torres Strait Islander Employees.
PhD rate of pay	<ul style="list-style-type: none"> PhD rate of pay for casuals in possession of PhD, regardless of relevance to work. 	4.5	<ul style="list-style-type: none"> Under current agreement, PhD (A6) rate only payable where doctoral qualification was "relevant" to work (eg, a casual with a PhD in string theory teaching art history arguably wasn't entitled to the higher rate). University also attempted to argue in 2021 that PhD needed to be "required" in order for the obligation to arise, which led to a dispute being referred to the Fair Work Commission and a change in the university's policy to reflect our claim (now codified in the agreement).
Substitution arrangements for January 26 public holiday	<ul style="list-style-type: none"> Substitution of Jan 26th PH on provision of four weeks' notice. 	1.18.3	<ul style="list-style-type: none"> Under current agreement, PHs can only be substituted for culture/religious days.
Right to disconnect	<ul style="list-style-type: none"> Employees not required to read or respond to emails or phone calls outside normal working hours or during approved absences. 	1.50	<ul style="list-style-type: none"> Currently staff do not have a right to disconnect under the agreement.
Academic confirmation	<ul style="list-style-type: none"> Can parental/carers' leave as part of the (5yr) assessment period at Employee's election. 	2.15	<ul style="list-style-type: none"> Currently, periods of PPL or caring responsibilities only excluded from Assessment Period at election of university.

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Paid lactation breaks and facilities	<ul style="list-style-type: none"> Nursing parents have entitlement to paid lactation breaks and access to nursing facilities. 	1.26	<ul style="list-style-type: none"> No right to paid lactation breaks/facilities in the current agreement.
Special leave (10+ days)	<ul style="list-style-type: none"> 10 additional days of leave for: <ul style="list-style-type: none"> significant menstruation, perimenopause or menopause symptoms; or chronic ongoing health issues or medical treatment, to the extent that the Employee cannot reasonably perform work. Special Leave can be accessed <u>prior to</u> accessing Personal Leave. Additional Special Leave not to be unreasonably refused. 	1.22	<ul style="list-style-type: none"> No right to Special Leave under current agreement. May be of particular benefit to neurodiverse staff, and staff with a disability.
Domestic and family violence leave (10+ days)	<ul style="list-style-type: none"> DFV entitlement to additional leave (above NES minimum of 10 days) for all staff, including casuals. Requests of 10+ days will not be unreasonably refused. 	1.27	<ul style="list-style-type: none"> Currently staff have benefit of NES (10 days) DFV leave.
Remote work	<ul style="list-style-type: none"> Prohibition on the university amending the WFH policy for the life of the agreement other than to enhance protections for staff. Subject to this policy, and lawful/reasonable directions for staff to attend campus, university is prohibited from unreasonably withholding agreement to WFH requests. 	1.49 2.11.1.1	<ul style="list-style-type: none"> Flexible/remote work is not regulated in the current agreement (including in respect of academic employees). There is currently nothing in the current agreement stopping management from, for example: <ul style="list-style-type: none"> issuing a blanket direction for all staff to return to campus for a minimum number of days per week; requiring academics to return to campus in respect of self-directed work.

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	<ul style="list-style-type: none"> ○ Note that there are some positive aspects of the policy, including its purpose being to, in part “<i>support the University’s commitment to flexible work as part of building a diverse, inclusive and competitive workforce</i>”. ● The upshot of this is that the University would not have the power to implement blanket directions to staff to return to campus for a minimum number of days per week. And staff have a recognised right to request WFH. ● Academics also now have a recognised right to work away from campus in respect of self-directed academic work. ● However, this falls short of providing PASO staff a right to remote arrangements, other than: <ul style="list-style-type: none"> ○ where it can show the refusal is unreasonable having regard to the policy; or ○ where under the <i>Fair Work Act 2009</i> (Cth) and the <i>Equal Opportunity Act 2010</i> (Vic) give them that right. 		
Minimum research allocation.	<ul style="list-style-type: none"> ● No Continuing academic roles will be either exclusively education or research Continuing full-time academic roles 	2.11.13-14	<p>There is no legal protection for research allocation in the current agreement. This means that there is nothing stopping the university from:</p> <ol style="list-style-type: none"> 1. Creating 100% teaching roles; or 2. Unilaterally changing academics’ research allocation.

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	<ul style="list-style-type: none"> • Part-time academic role of 0.8 FTE will have a minimum activity other than education of 20% for activities facilitating research, academic disciplinary currency and/or professional practice. • An Academic will not be prevented from undertaking research for part or the entire allocated period as agreed in settling workload. • Workload for Continuing part-time academic roles of less than 0.8FTE shall provide reasonable time for activities facilitating research, academic disciplinary currency and/or professional practice of 10% allocation within the part-time time fraction and provided as an aggregate over an applicable academic year. • Employees' research allocation applicable at Commencement of the Agreement will continue to apply: <ul style="list-style-type: none"> ○ unless a change is mutually agreed; or ○ where a change to allocation is not detrimental to the Academic's career, promotional prospects, and/or discipline currency following a period of consultation and at least three months' notice of the change. 		

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Academic freedom.	<ul style="list-style-type: none"> Retention of provision which states that genuine exercise of academic freedom does not constitute misconduct. Improvement to academic freedom clause, including explicit provision that misconduct and serious misconduct “does not include conduct by an Academic that complies with the principles of Academic Freedom as set out separately in University Policy”. Prevents management from amending or rescinding academic freedom policy other than to enhance protections for staff. Contemplates establishment of an Academic Review Panel which will replace disputes committee, to deal with disputes regarding academic freedom. 	2.13 (Academic Freedom)	<ul style="list-style-type: none"> Strengthens/reinforces protections in current clause.
Union rights.	<ul style="list-style-type: none"> Creation of a Joint union-management Consultative Committee (JCC) to convene throughout the life of the EA. Time release for NTEU BC members who attend the JCC. 10 days trade union training leave (TUTL) over 2 year period for union delegates. 	1.42, 1.44	<ul style="list-style-type: none"> JCC is a new body created in this agreement. Current agreement provides for 5 days TUTL per year.
Gender equity (public holidays)	<ul style="list-style-type: none"> University will now close down over Labour Day and Melbourne Cup Day public holidays; these days will 	1.18.2	<ul style="list-style-type: none"> Currently staff are required to perform duties on Labour Day and Melbourne Cup Day and these days are taken during the

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	no longer be substituted for additional days over the holiday closedown.		Closure period, which disadvantages parents who are unable to access childcare on these days yet are still required to work.
Superannuation	<ul style="list-style-type: none"> Changes to superannuation clause to bring it into compliance with <i>Your Superannuation, Your Choice (2021)</i> amendments to super legislation. 	1.11	<ul style="list-style-type: none"> Current agreement is not compliant/consistent with new legislation.
Long Service Leave	<ul style="list-style-type: none"> Changes to LSL clause to bring it into compliance with Victorian legislation. Staff now entitled to access LSL after seven years (instead of 10). 	1.20	<ul style="list-style-type: none"> Current agreement is not compliant/consistent with new legislation.
Medical Retirement	<ul style="list-style-type: none"> Streamlining of medical retirement process where the university, based on medical assessment, assesses that an employee no longer has capacity to perform inherent requirements of their position. Key protections included in Fitness for Work clause. 	1.34.3	<ul style="list-style-type: none"> Current agreement (see clause 1.44) currently gives employees who are dismissed for ill-health retirement access to appeal/review mechanism.
Management of Misconduct	<ul style="list-style-type: none"> Change to management of misconduct clause to exclude review from employees found to have committed serious misconduct arising from findings of sexual harassment/misconduct and/or breaches of the University's Child Safety policy from the review. 	1.39	<ul style="list-style-type: none"> Previous agreement has review mechanism in place for employees accused of misconduct, wherein an appointee with no prior involvement in the matter conducts an impartial review of the purported misconduct. Under new proposed agreement excludes staff who have been found to have engaged in serious misconduct arising from findings of sexual harassment/misconduct and/or breaches of the University's Child Safety policy from the review.

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Continuing (Research Contingent) Employment		<ul style="list-style-type: none"> Provision for the University to directly fund CRC positions, or permit CRC academic to take leave without pay (without break in service) where external funding ceases. 	2.5	<ul style="list-style-type: none"> No provision for this in the current agreement
Introduction of Graduate Researcher Associate (GRA) roles		<ul style="list-style-type: none"> New category of fixed-term employment contracts available to HDR students where at least two-thirds of the student load is required as research. 	2.17.2	<ul style="list-style-type: none"> No provision for GRAs under the current agreement
Supplementary work		<ul style="list-style-type: none"> Process for academic employees to do PASO work and vice versa 	2.12 3.19	<ul style="list-style-type: none"> The current agreement does not clearly regulate what conditions apply where an academic is engaged to do a discrete period of PASO work; or vice versa.
Higher duties		<ul style="list-style-type: none"> Provision for UOM9 or UOM10 to temporarily act in a senior management position not covered by the Agreement. 	3.20	<ul style="list-style-type: none"> No provision for higher duties in current agreement.
DIVISION 4 (CASUAL EMPLOYMENT)	Scope	<ul style="list-style-type: none"> New Division of agreement applying just to casual. 	4.1	<ul style="list-style-type: none"> Current agreement does not contain a separate Division 4 which only applies to casuals. Instead, provisions which apply to casuals are contained in Division 2 (Academic staff) and Division 3 (PASO staff) – see clause 2.8 and clause 3.12. Clauses 4.1 largely consolidates/centralizes terms which exist in the current agreement or which reflect changes to the <i>Fair Work Act 2009</i> (Cth).
	Conditions	<ul style="list-style-type: none"> Penalty rates for academics 	4.2	<ul style="list-style-type: none"> Under current agreement, only PASO staff entitled to penalty rates. However, academic penalty rates only kick in after “<i>proposed scheduling and time and attendance system, and supporting</i>

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				<i>processes and practices, become fully operational and have been implemented across the University".</i>
	How casuals engaged and paid	<ul style="list-style-type: none"> Casual Employees are to be paid for all work performed pursuant to the new scheme of Division 4. Management are to engage casuals for Required Hours which must provide "<i>sufficient and reasonable</i>" time for the Casual Employee to deliver the work. University will be in breach of this clause if allocated hours are not sufficient and reasonable. Where Required Hours are insufficient, casual employees: <ul style="list-style-type: none"> In the first instance, must not perform additional hours. Can perform additional hours in excess of the Required Hours in unforeseen and urgent circumstances (UoM cannot unreasonably withhold payment). Can discuss matter with supervisor; failing that, they can lodge a dispute. 	4.3.1	<ul style="list-style-type: none"> Under current agreement, university: <ul style="list-style-type: none"> can pay academic casuals on the 'rolled up' lecture and tutorial rates (i.e., a kind of piece rate). required to pay staff for "all hours worked" in respect of marking and other required academic activity.
	Minimum engagement	<ul style="list-style-type: none"> New provision allowing University to engage staff for one (1) hour for remote work where Employee is not required to attend the physical workplace or is employed as a gym/fitness instructor (currently 1hr minimum is just for students and gym/fitness instructors). Maintenance of: 	4.4	<ul style="list-style-type: none"> No provision in the current agreement for 1hr minimum engagement for remote work. No provision in the current agreement allowing the university to "aggregate" minimum engagement.

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		<ul style="list-style-type: none"> ○ two (2)-hour minimum engagement for academic staff for content development activities, research activities and other casual academic activities; and ○ three (3) hour minimum engagement for PASO staff. • <u>HOWEVER</u>, per clause 4.4.3: <i>“Engagement means an aggregate number of hours the Employee is required to attend work the physical workplace in a day where the break between Required Hours (excluding unpaid meal breaks) does not exceed two hours. Where there is a break of more than two (2) hours (excluding unpaid meal breaks) between two periods of Required Hours on a day, the subsequent Required Hours will be considered a separate Engagement for the purpose of determining minimum engagement.”</i> 		
	Academic Casual Categories of Work and Rates of Pay	<ul style="list-style-type: none"> • The “rolled up rate” for lecturing and tutoring in the current agreement are maintained, insofar as casual academics engaged to do teaching work must be paid no less than 3 hrs work for each original tutorial/lecture delivered 	4.5	<ul style="list-style-type: none"> • Definition of “tutorial” more expansive than in the current agreement (makes it much more difficult for university to misclassify tutorials). • May be argued that definition of lecture imposes a slightly higher threshold than the current agreement because it applies where the casual academic is an “expert instructor” per the

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		<p>(an aggregate 2hrs preparation for each 1hr of delivery) and an aggregate 2hrs work for repeat tutorials/lectures (1hr prep for 1hr delivery).</p> <ul style="list-style-type: none"> • Provisions provide a general definition of each teaching/tutoring and lecturing which are broadly consistent with the definitions in the current agreement. • The “floor” A2 rate and “PhD” A6 rate apply where the teaching does not constitute lecturing. • The provision for content development duties (paid at B2 rates), is new; there are no equivalent provisions in the Current Agreement. 		<p>Level B MSAL in the agreement (which makes reference to research/scholarly outputs).</p>