La Trobe University

Collective Agreement 2014

[2014] FWCA 4222
Application for approval of the La Trobe University Collective Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the La Trobe University Collective Agreement 2014 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by the La Trobe University. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The National Tertiary Education Union, the CPSU, the Community and Public Sector Union, and United Voice being the bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[4] An issue was raised with the parties in relation to a current matter before a Full Bench [C2014/4035 s.604 Appeal by the National Tertiary Education Union]. Given the contents of the attached email from Ms Linda Gale, the National Industrial Coordinator, National Tertiary Education Union, I have decided to approve the Agreement.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 July 2014. The nominal expiry date of the Agreement is 1 January 2017.
Annexure A

LEE, Tiffany

From: Linda Gale [lgale@nteu.org.au]
Sent: Monday, 23 June 2014 11:29 AM
To: Chambers - Smith
Cc: stuart.andrews@aheia.edu.au; Adam Shepherd; f.reed@latrobe.edu.au; spill@claytonutz.aom; Josh Cullinan; Wayne Cupido; Elizabeth McGrath; Renee Veal
Subject: Applications for approval of LaTrobe University and RMIT University Collective Agreements

Deputy President Smith
Fair Work Commission

By email

Your Honour,

I write in relation to the question of whether the matters currently before a Full Bench in C2014/4035 - an application for approval of a Swinburne University “Agreement” - should cause any concern in relation to the applications for approval of agreements for LaTrobe and RMIT Universities.

It is a live question before the Swinburne Full Bench whether an approval ballot is invalid because of the inclusion of ineligible voters (such as past employees not employed by the University at the time of the ballot). This will involve a close consideration of what is meant by “employed at the time who will be covered by the agreement”, including whether it is reasonable to include all persons who have worked for the employer in the previous 12 months in that group. If some past employees are found to have been inappropriately included in the Swinburne Ballot, it is at least arguable that some such persons may have been included in the LaTrobe Ballot, and to a lesser extent (because of the much shorter time frame of employment used for identifying persons to be included in the roll) in the RMIT Ballot.

The NTEU has not contended in the Swinburne proceedings that the existence or one or more votes cast by ineligible voters will of itself invalidate the EA voting process if such votes could have no material effect on the outcome. In those proceedings, the evidence already suggests strongly that numerous invalid votes were cast in a ballot where the majority in favour of approval was a margin of less than 30 votes.

The assessment to be made in any proceedings as to whether any irregularities in the ballot process justify the Commission in determining that the relevant statutory tests are not met is one which will depend very much on the facts and circumstances of the particular case, and will call into consideration the nature and extent of any irregularities in the process.

I refer to the decision of Mortimer, J, in NTEU v Swinburne University of Technology [2014] FCA 606 (attached), which dealt with a similar question – whether the concerns raised in C2014/4035, if found to invalidate the ballot result in that matter, would necessarily result in the ballot for the 2009 Swinburne Agreement (in which the pool of voters had been determined using the same criteria as the 2014 ballot) being also invalidated. Her Honour found, at paragraphs 23-29, that a clear distinction should be drawn between circumstances of a very close ballot result where the number of invalid votes could be sufficient to affect the result, such as the current Swinburne matter, and the circumstances of the earlier Swinburne Agreement where an overwhelming majority of voters approved the Agreement.

On the basis of the numbers in the ballots for each of the La Trobe University and RMIT University agreement applications – where the proposed agreements were negotiated with the NTEU, there was union support for approval, and the resulting votes were overwhelmingly in favour of approval – any
irregularity in the composition of the roll or conduct of the ballot was not of an extent so as to have been capable of affecting the result: the relevant employers did not offer financial incentives which might have the effect of generating a high ballot participation rate amongst ineligible voters, and the margin in each case would make it difficult to conclude that the inclusion of ineligible voters on the roll could have materially affected the outcome.

Therefore it is our view that the Full Bench proceedings in the Swinburne matter will not result in either the La Trobe Agreement or the RMIT Agreement approval ballots being brought into doubt.

I can confirm that the NTEU supports the approval of the La Trobe and RMIT enterprise agreements, and takes the view that the statutory requirements for approval by employees have been met in both those cases.

The NTEU requests that the applications for approval of the La Trobe University and RMIT University agreements not be further delayed as a result of the Swinburne matter.

Yours sincerely,

Linda Gale
National Industrial Coordinator
Ph 03 9254 1910 Fax 03 9254 1915
Mobile 0414 857 392

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La Trobe University Collective Agreement 2014

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PART A ABOUT THIS AGREEMENT

1. TITLE

This Agreement shall be referred to as the La Trobe University Collective Agreement 2014.

2. OPERATION OF AGREEMENT

This Agreement was negotiated between the University and the NTEU, United Voice and the CPSU. It will be effective from 7 days after its approval by FWC. The nominal expiry of this Agreement will be 1 January 2017.

3. RELATIONSHIP TO OTHER INSTRUMENTS

This Agreement encompasses and deals with all matters provided for herein during its operation. Except where expressly incorporated, whether directly or by reference, University policies do not form part of this Agreement.

This Agreement supersedes and replaces in its entirety any previous certified Agreement covering employment with La Trobe University. This Agreement operates to the exclusion of and wholly replaces any award (existing or future) and any industrial agreement which may otherwise, but for this Clause, apply to those staff whose employment falls within the scope of this Agreement.

4. COVERAGE OF THIS AGREEMENT

4.1 The parties to this Agreement are:

(a) The National Tertiary Education Industry Union ("NTEU");
(b) United Voice;
(c) The Community and Public Sector Union ("CPSU");
(d) La Trobe University;
(e) All employees of La Trobe University, excluding:
   (i) Vice Chancellor;
   (ii) Deputy Vice Chancellors; and
   (iii) Vice Presidents.

5. CONTINUITY OF PROCESSES

If prior to the commencement of this Agreement, one or more of the processes or reviews pursuant to the La Trobe University Collective Agreement 2009 ("2009 CA") commenced in respect of misconduct/serious misconduct, unsatisfactory performance, major change, academic probation review, disputes procedure, or other formal review process, that has not been concluded (including any available review or appeal steps within the relevant clause), then:

(a) by force of this Agreement, the provisions as set out in the 2009 CA will be taken to continue to apply to the process or arrangement until concluded (including any applicable review or appeal steps within the relevant clause); and
(b) the provisions of this Agreement do not otherwise apply to the conclusion of the process or arrangement.

6. RENEGOTIATION OF AGREEMENT

The University and the Unions covered by this Agreement agree that the expeditious negotiation of a replacement Agreement is in the interests of the University and staff.
To this end the NTEU and the University agree to commence bargaining for a replacement Agreement no later than 1 October 2016.

7. DEFINITIONS

"Academic Staff/Employees" means employees appointed to an academic position and/or who are engaged to perform teaching and/or research.

"Administrative Division" and "Administrative Unit" means respectively an administrative division or an administrative unit of the University.

"Casual Academic Staff/Employees" shall mean employees engaged by the hour to carry out duties set out in Schedule 2 and Clause 36 of this Agreement.

"Casual Professional Staff/Employees" shall mean employees engaged by the hour and paid on an hourly basis to carry out professional staff duties.

"Continuing Employment" means all employment other than "Research Continuing", "fixed-term" or "casual".

"Divisional Managers" means Heads of Administrative Divisions or Administrative Units or people acting in such positions.

"Domestic Violence" has the same meaning as "family violence" as defined in the Family Violence Protection Act 2008 (Vic).

"Employer" means the University.

"Employment provided for from identifiable funding external to the University" means, in clause 16.2(a), a period of employment which is provided from identifiable funding external to the University, at a level greater than 50% of the costs of the position (including on-costs). The source of the external funding must be linked to the position. External funding does not include part of an operating grant from the Government, nor is it funding comprised of payment of fees made by or on behalf of students.

"Executive Dean" means the Executive Dean of a faculty at La Trobe University or a person acting in the position.

"Executive Director (Human Resources)" means the Executive Director (Human Resources) or a person acting in the position or in a successor position.

"Faculty" and "Faculties" means respectively a faculty or faculties of the University.

"Fixed-term Employment" means employment for a specified term or ascertainable period.

"Fixed-term Employee" means an employee engaged on fixed-term employment.

"Full-time Employee" means an employee other than "fixed-term", "part-time/fractional" or "casual" employee.

"FWC" means the Fair Work Commission or successor institution.
"FW Act" means the Fair Work Act 2009 (Cth) as amended from time to time and any successor legislation.

"Head of School" means a Head of a School of La Trobe University or a person acting in the position.

"HEO Classification Level" means the classification level of a professional staff member as set out in Schedule 1.

"HR Resource Library" means the HR Resource Manual (incorporating human resources policies and related matters) of the University as varied by the University from time to time.

"Human Resources" or "HR" means the La Trobe University Human Resources Division or its successor organisational unit.

"Indigenous Australian" means any person who is of Aboriginal and/or Torres Strait Islander descent, who identifies as an Aboriginal and/or Torres Strait Islander person and is accepted as such by his or her Aboriginal and/or Torres Strait Islander community.

"Indigenous Australians Employment Strategy" means the La Trobe University Indigenous Australians Employment Strategy.

"MSAL" means Minimum Standards for Academic Levels and are the descriptors at Schedule 5 of this Agreement.

"OSP" shall mean the University Outside Studies Program, as varied from time to time, for academic members of staff.

"Part-time/Fractional Employees" means employees employed to work for less than the normal weekly hours of a full-time employee in the same classification.

"Professional Employees" means all employees other than academic employees.

"Representative" means a friend or colleague (but this person shall not be a practicing barrister or solicitor), or Union.

"Research Continuing" employee means an employee (academic or professional staff) engaged in accordance with Clause 17.

"Spouse" means a marital or de facto partner and shall include a same sex partner.

"Supervisor" means the person who is responsible for the day to day supervision of the employee and in the case of academic staff the person who is identified as the supervisor by the University.

"Union" means the NTEU, CPSU and/or United Voice, as appropriate.

"University" means La Trobe University, a body corporate established under the La Trobe University Act 1964.

"Vice-Chancellor" means the Vice-Chancellor of La Trobe University, or delegate.
In interpreting this Agreement, each definition in Clause 7 is taken to include any replacement position title or organisational unit title adopted by the University after commencement of the Agreement.

8. WORKPLACE CULTURE AND ANTI DISCRIMINATION

8.1 The University is committed to and will work towards an environment that is:

- supporting, nurturing, challenging, and motivating for staff and students;
- exemplary in its encouragement of excellence, equality and tolerance and the creation of a constructively analytical culture;
- free from bullying, victimisation and harassment and as safe and secure as is reasonably practicable; and
- conducive to treating employees in a fair and reasonable manner.

8.2 The University should not discriminate against its employees on the basis of race, colour, nationality, immigration, social origin, sex, sexual preference, transgender status, age, disability, medical record, marital status, carer or family responsibilities, pregnancy, breastfeeding, ethnic or ethno-religious background, trade union membership or activity, political opinion or religious belief or national identity.

8.3 The University shall review remuneration data once in every 12 month period to analyse and identify issues related to pay equity within the University. This review data shall be made available to the parties to this Agreement upon written request after the relevant census date, but the provision of this statistical data shall, as far as practicable, preserve the anonymity of all individual employees covered by this Agreement.

9. INTELLECTUAL FREEDOM

9.1 As part of achieving its goals the University makes the following commitments:

(a) The University recognises that its greatest assets are its staff and students, and that its capacity to support, develop and provide critique of Australian society will be greatest when intellectual freedom is exercised in a manner consistent with a responsible search for knowledge and its dissemination.

(b) The University will encourage a genuinely collegial University, within which problems are shared and worked on collectively, and also within which staff members are encouraged to participate in the University’s operations.

(c) The University supports and upholds the concept and practice of intellectual freedom.

(d) In addition, the University supports the ability of all staff to raise matters relating to alleged corrupt conduct or maladministration in accordance with University policy and applicable legislation.

Staff members must remain at all times subject to the law, terms of engagement and University Code of Conduct.

9.2 Academic Freedom
(a) Academic staff members are encouraged to contribute to public debate and discussion on matters relevant to their areas of specialist knowledge and expertise.

(b) Academic freedom includes the rights of all academic staff members to:

(i) Pursue critical and open enquiry and (where appropriate) to teach, develop curriculum, publish and research;
(ii) Participate in a personal capacity, in public debates about political and social issues;
(iii) If appropriate, participate in public debates as a recognised expert or as a person with recognised specialist knowledge;
(iv) Participate in a personal capacity, in professional and representative bodies including industrial associations and to engage in community service without fear of harassment, intimidation or unfair treatment;
(v) Express unpopular or controversial views, although this does not mean the right to harass, vilify or intimidate another person or to demean alternative points of view.

10. OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE

10.1 The parties recognise that minimising risks to the health and safety of staff is a legal responsibility of the University and that the legal framework for best achieving this is a consultative one. Accordingly, the University shall invite the NTEU to nominate a representative to attend and have speaking rights at the central and highest level University OHS Committee. Such a person will not be a member of the OHS Committee for the purpose of section 72 of the Occupational Health and Safety Act 2004 (Vic) (or any replacement legislation) and must comply with any procedures established under subsection 72(5) of that Act.

10.2 The University will do all such things that are reasonable and practicable to provide a healthy and safe workplace.

10.3 The University recognises the important role of Health and Safety Representatives ("HSRs") and will facilitate their work through:

(a) The conduct of an annual audit of HSR training each year, which will be presented to the central and highest level University OHS Committee.
(b) Three elected HSRs, chosen by agreement with the NTEU, will also be participants with speaking rights in the University's central and highest level OHS committee.
(c) Conducting a review of all OHS policies and procedures relating to HSRs. This review will be conducted by the University in consultation with the NTEU within four months of the commencement of this Agreement, and will cover the election, training needs, resources and representation rights of HSRs, and the current designated workgroups structure.

11. ENVIRONMENTAL SUSTAINABILITY

11.1 The parties agree that the long term sustainability of conditions for University employment and staff job security depends on the reduction of carbon
emissions, minimisation of energy and water consumption and the development of environmentally sustainable work practices and buildings within the University. Reduction in the use of scarce resources and minimising the University's carbon footprint will reduce the risks and costs associated with complying with any carbon emission targets set by the University.

12. INDIGENOUS AUSTRALIANS EMPLOYMENT STRATEGY

12.1 La Trobe University will continue to promote its Indigenous Australians Employment Strategy in conjunction with Indigenous Australian stakeholders and the NTEU. The parties recognise that a supportive working environment for Indigenous Australian employees requires the redress of racism, social injustice, exploitation and employment inequity and recognises the principles of social and restorative justice and cultural affirmation.

12.2 The objectives of the Indigenous Australians Employment Strategy include:

(a) to maximise staff development along with the transfer of job skills and information in order to increase Indigenous Australian employees' knowledge, independence, remuneration, job security and self-sufficiency;
(b) to increase, encourage and foster Indigenous Australian employees at all levels of work activity, including, specifically, academic roles, within the University;
(c) to facilitate and encourage the direct involvement of Indigenous Australian employees in determining their own career strategies, goals and objectives;
(d) that the University will do all such things that are reasonable and practicable to reach the target of employing seven (7) equivalent full-time new ongoing Indigenous Australian staff members per annum. To this end the University will take measures to target recent graduates of the University and a broad base of academics and professional personnel;
(e) to facilitate the participation of Indigenous Australian employees in cultural and ceremonial activities where practical;
(f) the University will provide for a senior position, that is identified for an Indigenous Australian, to oversee the implementation of the employment strategy.

12.3 The University will maintain and update, as appropriate, an Indigenous Australians Employment Strategy.

12.4 The University will take reasonable steps to have relevant managers and staff receive cultural competency training before or at the time a new Indigenous Australian employee is inducted into an area.

12.5 Wherever reasonably possible any selection panel established for the selection for appointment to a position identified for an Indigenous Australian will have Indigenous Australian membership (including the Director, Indigenous Strategy). Such panels shall otherwise be constituted in accordance with established processes.
12.6 An Indigenous Employment Advisory Committee shall monitor the implementation of the Indigenous Australians Employment Strategy. The Committee shall be made up of University employees, Indigenous Australian employees and at the discretion of the Chair of the Committee may involve nominee(s) of particular Indigenous communities in respect of matters specifically affecting that particular community and the NTEU. This Committee should meet at least quarterly. Implementation of the Indigenous Australians Employment Strategy shall be done in consultation with the NTEU and appropriate Indigenous Australian employees and community representatives.

12.7 The Indigenous Employment Advisory Committee should report annually. The report should specify the progress in achieving the objectives of the Indigenous Australian Employment Strategy and the targets set by the University. The report should be made to the Director, Indigenous Strategy, Executive Director, Human Resources and the NTEU La Trobe Branch and the Indigenous Employment Co-ordinator who shall ensure that the report is circulated to appropriate stakeholders in the University, including Unions party to this Agreement. The report will be published on the University intranet.

13. UNION RIGHTS AND RESOURCES

13.1 The parties agree that it is necessary for the effective relationship of the employer and employees under this Agreement that employees be well informed and represented in relation to their employment. References to union business below are to be read in recognition of this understanding. Therefore, for the purpose of assisting in ensuring that the employees are kept informed of their employment entitlements and obligations, including those arising under this Agreement, and for the purpose of minimising, or facilitating the settlement of any disputes under this Agreement, and to facilitate the efficient operation of the consultative procedures under this Agreement, the University shall provide the following support:

Union Facilities

13.2 The University shall provide the NTEU La Trobe Branch with the following services and facilities:

(a) an office and associated meeting room on the main campus of the University and an office on the Bendigo Campus of the University;
(b) at least three telephone lines/IP with direct dial STD access and use of the University's internal telephone system;
(c) access to the Internet and email;
(d) access to the University's staff email system;
(e) access to the University's internal mail system; and
(f) access to staff inductions, where the NTEU will be able to provide online induction materials and make a presentation of reasonable duration to staff if there are face-to-face inductions.

13.3 On request by the NTEU La Trobe Branch with at least 48 hours notice, the University will send union mail through the internal mail system of the University. This will include, where requested, mailing items to all staff members.
13.4 The University shall provide a web link from the University's website home page to the website of the NTEU La Trobe Branch.

**Payroll Deduction of Union Dues**

13.5 The University shall provide staff, upon request, with payroll deduction of union dues at no cost to the staff member or the relevant Union.

**Union Activities and Time Release**

13.6 The University will, where appropriate, negotiate appropriate time release arrangements for elected union representatives.

13.7 The University shall budget a total of the equivalent of 50% of the salary of a Level C, step 6 academic per annum, to be allocated from time to time as advised by the NTEU La Trobe Branch, for the purpose of time release and/or back filling for staff engaged in NTEU La Trobe Branch activities.

13.8 Attendance at enterprise bargaining meetings as a Union negotiator, attendance at University policy committees as a Union representative or involvement in a formal consultation process within the University as a Union representative shall be recognised as a contribution to the University.

13.9 The number of Union negotiators who are to receive time release and the appropriate amount of time release will be discussed and agreed at the first enterprise bargaining negotiation meeting. Staff employed through external grant funding who are granted time release will be funded for that time release through central funding. Reasonable travel costs will be reimbursed.

**Union Membership**

13.10 The NTEU shall be entitled to provide the University with materials about the NTEU, including an NTEU membership form, which the University will provide to new employees.

**Consultative Committee**

13.11 The purpose of the Consultative Committee is to provide the collegial forum in which to discuss and expedite the resolution of workplace issues as they arise. The work of this committee will also include consultation on matters relating to this Agreement.

13.12 The Consultative Committee will be chaired by the University and will contain no more than four (4) nominees each of the University and the NTEU. Other Unions party to this Agreement may send representatives to these meetings if they choose. Additional participants can be invited for specific agenda items by mutual agreement.

13.13 The Consultative Committee will meet at least quarterly and may meet more frequently by agreement.
PART B  EMPLOYMENT UNDER THIS AGREEMENT

14.  MODES OF EMPLOYMENT

Engagement of Employees

14.1 The purpose of this Clause, amongst other things, is to provide definition to the various types of employment used at the University, to ensure that employees are aware of the type of employment on which they are engaged and to provide severance payments to some classes of fixed-term employees.

14.2 The categories of employment available to the University for the engagement of staff are:

(a) a continuing appointment;
(b) a Research Continuing employment appointment pursuant to Clause 17 of this Agreement;
(c) a fixed-term appointment pursuant to Clause 16 of this Agreement;
(d) a casual appointment pursuant to Clause 19 of this Agreement.
(e) a seasonal part year or annualised hours employee in accordance with Clause 20 of this Agreement;
(f) a Scholarly Teaching Fellow, in accordance with Clause 18 of this Agreement.

Employment may be full-time or part-time/fractional.

14.3 Nothing in this Agreement shall prevent a continuing or fixed-term employee from engaging in additional work as a casual that is unrelated to or separate from the employee's normal duties.

Requirement to State Terms of Engagement

14.4 Upon engagement, the University shall provide to the employee an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of the appointment in relation to:

(a) for employees other than casual employees, the classification level and salary of the employee on commencement of the employment, and the hours or the fraction of full-time hours to be worked.
(b) for a fixed-term employee, the starting and finishing dates of that employment, (or in lieu of a finishing date, the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment shall expire), and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment has been decided for that employment.
(c) for casual employees, the duties required, the indicative number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.
(d) for any employee subject to probationary employment, the length and terms of the probation.
other main conditions of employment including the identity of the employer, the duties and reporting relationships to apply upon appointment, or the documentary, or other recorded sources from which such conditions derive, and can be ascertained.

15. PART-TIME AND FRACTIONAL EMPLOYMENT

15.1 A part-time employee shall be paid pro rata according to the number of hours worked based on the weekly rate prescribed by this Agreement in Schedule 2 for a full-time employee at the same classification.

15.2 Where an employee is entitled to paid leave in accordance with this Agreement and the employee is employed on a part-time/fractional basis, the employee shall not, by reason of being a part-time/fractional employee, be required to serve a longer period of service to qualify for any leave entitlements and shall be paid pro rata for any such leave.

16. FIXED-TERM EMPLOYMENT

16.1 A fixed-term contract entered into by the University following the Commencement Date of this Agreement may be terminated by the University:

(a) during a probationary period;
(b) for cause based upon serious misconduct in accordance with Clause 77 (Disciplinary Procedures);
(c) for unsatisfactory performance in accordance with Clause 77 (Disciplinary Procedures);
(d) in the case of contracts of 12 months or more duration, for reasons of redundancy during the fixed term in which case a redundancy payment equal to the redundancy payment calculated under clause 76.13 or the balance of the fixed term, whichever is the lesser, will apply.

Nothing in this Agreement prevents the University paying out the balance of a contract in circumstances where the terms of the contract are not being fulfilled.

16.2 The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(a) **Specific Task or Project**

"Specific task or project" shall mean a definable work activity which has a starting time and which is expected to be completed within an anticipated time frame. Without limiting the generality of that circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

For the avoidance of doubt, "project" includes the employment of graduates engaged as professional staff members on a 2 year contract in a Graduate Recruitment Program within the University, up to a maximum of 10 appointments in any year.
(b) **Research**

"Research" means work activity by a person engaged on research-only functions for a contract period not exceeding five years.

Where a research grant or like revenue source supporting a particular period of research-only employment runs for a defined period of time, or is reasonably expected to do so, then fixed-term appointments will be for the whole of the period of the grant unless:

(i) the required commencement or completion time of particular work within a research project is shorter than the grant period, in which case fixed-term appointments shall be for the whole of the period the work is expected to be required; or

(ii) the required completion time of the work is genuinely not ascertainable at the commencement of the engagement of the staff member, in which case the appointment may have an expiry date contingent on the completion of the work; or

(iii) the employee requests a shorter contract.

(c) **Replacement Employee**

"Replacement employee" means an employee:

(i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the latter employee is either on authorised leave of absence or is temporarily seconded away from his/her usual work area; or

(ii) performing the duties of:

• a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or

• a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position;

until a full-time or part-time employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) **Recent Professional Practice Required**

"Recent professional practice required" means employment where professional, commercial, clinical or vocational education is such that it will be undertaken by a person who has recent practical or commercial experience, in which case such a person may be engaged for a fixed period not exceeding three years.

(e) **Pre-Retirement Contract**

"Pre-retirement contract" means where a full-time or a part-time employee declares that it is his or her intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five years.
Teaching Fellowships

(i) The University may offer a fixed-term Teaching Fellowship to a person who is enrolled as a student of the University, or who will enrol within a reasonable period of time, in the following circumstances:

- the employment is for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results;
- the work activity is not within the description of another circumstance within this Clause;
- the employment is within the student’s academic unit or an associated research unit of the academic unit and is generally related to the degree course the student is undertaking.

(ii) In order to increase its research profile and attract new, or retain existing students, the University may advertise Teaching Fellowships, which will be available to current and prospective students as an additional benefit in accordance with this Agreement. Teaching Fellowships will be advertised through open advertisement using merit based selection.

(iii) The University will not use this employment provision to avoid its obligations to engage staff in accordance with other modes of employment covered by this Agreement. No person shall be encouraged to enrol as a student for the sole purpose of obtaining employment. Staff already employed by the University will not have the basis of their employment reduced to a Teaching Fellowship by reason that they are undertaking further study.

(iv) Employment under this sub-clause will not exceed a total period of five (5) years and will not exceed a time fraction of 0.5 including the allocation of teaching load when averaged across any calendar year.

Apprenticeship

"Apprenticeship" means an apprentice employed pursuant to an apprenticeship approved by the relevant State or Territory training authority.

Early Career Development Fellowships

(i) An ECDF is a standard teaching and research or research-only academic position available for a fixed-term of 2 to 3 years.

(ii) The field of applicants for an ECDF will be restricted to casual or fixed-term academic staff who have been:
• awarded a PhD or Professional Masters degree and have performed sessional work for the University in 3 entire teaching periods over the past 5 years; or

• active PhD or Professional Masters degree candidates for at least 2 years and have performed sessional work for the University in 5 entire teaching periods over the past 5 years.

(iii) Successful applicants will be selected from eligible candidates on academic merit.

(iv) Expectations of an ECDF will be outlined to the employee upon appointment.

(v) At the end of the ECDF, an ECDF may be offered a further fixed-term appointment of two years or a continuing position. Any such appointment will be made subject to appropriate available positions, available funding and the academic merit of the incumbent.

(vi) If an ECDF is one of the 25 appointments set out in clause 18.10, at the conclusion of the ECDF, the University will consider the employee for conversion to continuing employment and will not unreasonably withhold offering appointment to continuing employment, subject to:

• the employee having performed satisfactorily throughout the ECDF;

• the employee having been appointed as an ECDF through a competitive merit based selection process;

• the work being performed is substantially required to be performed on a continuing basis;

• the employee otherwise meeting the requirement of a continuing academic staff member.

If the University does not offer appointment to a continuing employment it will provide reasons for such in writing.

(i) Traineeship

"Traineeship" means a Trainee employed pursuant to Schedule 3 (Trainees) of this Agreement.
(j) **New Organisational Area**

(i) Fixed-term employment may be offered in the case of employment in a new organisational area, about which there is genuine uncertainty for up to three years prior to or from the establishment of any such area.

(ii) For the purpose of this sub-clause a new organisational area shall be either:

- positions established in relation to a new or substantially modified discipline or sub-discipline area of academic work not previously offered; or

- an academic function organised in either a new geographical location distant from existing campuses where that function is offered or organised distinctly from existing schools or centres and not created from the merger or division of or movement of work from the existing unit(s).

(iii) Fixed-term employment offered in the circumstances described in sub-clause 16.2(j)(i) above will be subject to the following conditions:

- the letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the staff member continue beyond the maximum contract period (three years) the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period;

- where a fixed-term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five weeks severance pay for employment of up to two years, and seven weeks severance pay for employment between two and three years. This sub-clause will replace any entitlement to severance pay elsewhere in this Agreement;

- Should a position not be offered under sub-clause 16.2(j)(iii) dot point 2 above, upon request by the employee, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

(k) **Disestablished Organisational Area**

Where an organisational work area consisting of at least three (3) employees (or with the agreement of the NTEU, fewer employees)
has been the subject of a decision by the University to discontinue that work within 36 months, fixed-term employment may be offered to work in that area provided that:

(i) the letter of offer of employment includes an understanding that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason that staff member’s position or substantially the same position continue beyond a 36 month period, the staff member shall be offered that work on a continuing basis; and

(ii) should a position not be offered under sub-clause 16.2(k)(i) upon request by the staff member, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

**Incidents of Fixed-Term Contract of Employment**

16.3 Without derogating from any entitlement under the employee’s contract or under any award or Agreement provision applicable to the employee on account of the employee’s continuous service, a fixed-term contract employee, other than an apprentice employed in accordance with sub-clause 16.2(g), shall be entitled to:

(a) **Incremental Advancement**

A fixed-term employee who has a period of continuous service in a classification which has an incremental structure shall be entitled to progress through that structure in the same way as an employee engaged as a full-time employee in the same or similar classification.

(b) **Notice of Expiry of Contract**

(i) The University shall provide to a fixed-term employee, other than an employee described in sub-clauses:

- 16.2(e) (Pre-Retirement Contract);
- 16.2(g) (Apprenticeship); or
- 16.2(i) (Traineeship)

3 months written notice of the expiry of the contract, provided that no notice shall be given where the contract is for 3 months or less.

(ii) Upon receipt of notice, the relevant supervisor and employee will meet to discuss whether further employment is likely to be offered including any other potential future employment opportunities.

(c) **Severance Payment**

(i) A fixed-term employee on a contract under sub-clauses:
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(a) 16.2(a) (Specific Task or Project); or
(b) 16.2(b) (Research);
whose contract of employment is not renewed in circumstances where the employee seeks to continue the employment but:

- in the case of an employee on a second or subsequent fixed-term contract the same or substantially similar duties are no longer required by the University; or
- the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties;

shall be entitled to severance payment in accordance with the following scale:

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

(ii) Where the University advises an employee in writing that further employment may be offered within twelve weeks of the expiry of the period of fixed-term employment the University may defer the payment of a severance payment for a maximum period of six weeks from the expiry of the fixed-term contract.

(iii) Severance payments will not be made where the staff member:
- declines a further offer of reasonable employment;
- resigns; or
- in the case of staff employed on external funding, secures the same or similar employment with another employer associated with the external funding of the position.

**Right to Further Employment**

16.4 This Clause applies to all fixed-term employees whose contract commenced on or after the operative date of this Agreement, unless either of the following circumstances apply:

(a) the employee is employed in accordance with one of the following sub-clauses:
   (i) 16.2(a) (Graduate Recruitment Program);
   (ii) 16.2(e) (Pre-retirement Contract);
   (iii) 16.2(f) (Teaching Fellowship);
   (iv) 16.2(g) (Apprenticeships);
   (v) 16.2(h) (Early Career Development Fellowship); or
   (vi) 16.2(i) (Traineeship), or
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(b) proceedings under Clause 77 (Disciplinary Procedures) have commenced against the employee or disciplinary action has been taken.

16.5 Where the University continues the position, the incumbent will be offered further employment in the position in the appropriate non-casual mode of employment provided that:

(a) the incumbent was employed in the position through a merit selection process; and
(b) the incumbent has performed satisfactorily in that position; and
(c) in the case of a replacement employee employed pursuant to sub-clause 16.2(c) (Replacement Employee), the employee will only be offered further employment if they have a minimum of 24 months continuous service as a replacement employee, and at the end of the current contract the work will not be performed by another existing employee.

Previous Fixed-Term Agreements Valid

16.6 Nothing in this Agreement shall require the University to change the current term of the engagement of any employee employed on a fixed-term or other limited term non-casual contract as at the commencement of this Agreement, during the term of that contract.

Fixed-Term Contracts – Review Process

16.7 Where a staff member employed under a fixed-term contract entered into after the lodgement of this Agreement believes that he or she has been employed on a fixed-term basis contrary to the requirements of Clause 14 (Modes of Employment) and Clause 16 (Fixed-Term Employment) above, the staff member may seek a review of their mode of employment with the Executive Director (Human Resources). The University will conduct an investigation and provide a written report to the Executive Director (Human Resources) with a copy provided to the staff member.

16.8 Where it has been established under sub-clause 16.7 that the use of fixed-term employment was not properly established in accordance with Clause 14 (Modes of Employment) and Clause 16 (Fixed-Term Employment) above, the University will offer the staff member an appropriate appointment.

17. RESEARCH CONTINUING

17.1 A fixed-term academic or professional staff member who meets the requirements set out in this Clause will be offered Research Continuing employment.

17.2 To be eligible for an offer of Research Continuing employment the staff member will:

(a) have been appointed to a research-only position (or positions) for a period of continuous service of 4 years or more, and where the majority of the funding has been contingent funding; and
(b) be engaged on a second or subsequent fixed-term contract; and
(c) have performed satisfactorily in their position.
17.3 The University will undertake a bi-annual review of payroll and performance records in April and October each year to determine those staff that meet the criteria set out in clause 17.2, and subject to sub-clause 17.4 below, will provide these staff with an offer of Research Continuing employment with effect from the first Monday of the month.

17.4 In circumstances where the University reasonably believes that the contingent funding that supports a staff member’s appointment is not likely to continue beyond the 6 months following the review set out in sub-clause 17.3 above, the University will not be required to make an offer of Research Continuing employment to the staff member, and the staff member will continue to be engaged on a fixed-term contract. If however, at the time of conducting the next bi-annual review, the staff member is still employed by the University in a fixed-term research only role funded by contingent funding, that staff member will be offered Research Continuing employment.

17.5 As a transitional measure and for the avoidance of doubt, the parties agree that service prior to the commencement of this Agreement counts as service for the purposes of this sub-clause.

17.6 “Contingent funding” is limited term funding provided for from external sources, but not funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.

17.7 Notwithstanding the above, a new or existing fixed-term research-only staff member may be offered, at the discretion of the relevant Executive Dean (or equivalent), Research Continuing employment.

17.8 A staff member on Research Continuing employment may apply for internally advertised employment.

17.9 The following provisions do not apply to Research Continuing employees:

(a) Clause 72 (Grievance Procedures) to the extent that the grievance relates to any decision to offer, not offer, continue or terminate Research Continuing employment;
(b) Clause 73 (Managing Change) in respect to the contingent position that the staff member occupies; and
(c) Clause 76 (Redundancy Procedures).

17.10 If the staff member obtains a competitive grant in respect of which they are the principal/chief investigator that does not fund the staff member’s salary, and the staff member is not in receipt of other contingent funding that supports their salary for the period of the grant, the University will discuss with the staff member upon the attribution of the grant to La Trobe whether the University will fund the staff member’s salary for the period of the grant.

17.11 Where the duties they perform are no longer required to be performed, or the funding that supports the position ceases:

(a) The University will consider whether to provide an alternative funding source to support the staff members' employment for a specified period.
(b) The University may transfer the staff member to another equivalent position or, at the request of the employee, consult with the employee in relation to other positions.

(c) If the University does not allocate an alternative funding source or a transfer opportunity does not exist, the staff member will be provided with a minimum of 4 weeks' notice of termination, or 5 weeks if the staff member is over 45 years of age, which the University may pay out in lieu of notice.

(d) If, during the notice period, the contingent funding for the position is renewed, the notice period ceases to apply and employment continues.

(e) If an application for renewal of the contingent funding for the position is still pending, the period of employment may continue for any period of paid leave the staff member is entitled to and thereafter, at the discretion of the University, to unpaid leave to retain the employment relationship until a decision on the contingent funding is made. Payment of severance and leave may be delayed for up to nine weeks to facilitate continuation of service.

(f) At the end of the notice period (and any such approved leave in accordance with the above) the employment relationship will cease and the severance payment in sub-clause 17.12 below will be made to the staff member.

17.12 It is not the intention of this Clause that the conditions of employment of a staff member be worse than had they been employed on a fixed-term position subject to contingent funding. Accordingly, the University shall not terminate the employment of a staff member on Research Continuing employment unless the termination is in accordance with Clause 17 (Research Continuing), or under Clause 21 (Probationary Procedures) or under Clause 77 (Disciplinary Procedures) of this Agreement.

If a staff member's employment is terminated under Clause 17, and the staff member is eligible under this Agreement, the staff member will be provided notice in accordance with sub-clauses 17.11(c) and a severance payment consisting of 8 weeks plus 2 weeks for each completed year of service over and above 4 years, provided that the maximum severance payment will be twenty six (26) weeks.

17.13 Upon termination the employee will also receive payment in lieu of long service leave pursuant to Clause 65 (Long Service Leave).

17.14 Severance payments will not be made where the staff member:

(a) declines the further employment or a reasonable offer of redeployment where funding for his/her position ceases; or
(b) resigns; or
(c) secures the same or similar employment with another employer associated with the contingent funding of the position.

17.15 An academic staff member employed on a Research Continuing contract of employment in accordance with this clause will continue to be regarded as a member of the University's research-only staff for the purposes of the MSALs.
17.16 An academic staff member employed on a Research Continuing contract of employment will be eligible to apply for the Outside Studies Program (OSP).

17.17 Nothing in this Clause shall preclude a staff member who is employed on contingent funding from being offered a continuing appointment in accordance with sub-clause 14.2(a) of this Agreement.

17.18 Upon request from the NTEU (on no more than an annual basis) the University will provide the NTEU with information regarding the number of staff employed on Research Continuing employment, the number of staff who were eligible to be offered Research Continuing employment but the offer was withheld under sub-clause 17.4 and whether these staff are offered Research Continuing at the next bi-annual review, and the extent of the use of the severance provisions under this clause.

18. SCHOLARLY TEACHING FELLOWS (STFs)

18.1 The University may employ STFs, in accordance with this clause.

18.2 These positions will be offered on a fixed-term basis for a period of 3 years.

18.3 The University will fill these positions through an open and merit based selection process.

18.4 Applicants for an STF appointment must have at least one year’s academic employment experience in an Australian university (excluding a person who has held a continuing academic appointment). At least 25% of STFs will be employed from amongst existing University casual/sessional staff.

18.5 STFs will principally undertake teaching and teaching related work that would otherwise have been performed in the University by casual academic staff.

18.6 STFs may be allocated up to 100% of their workload in the combined categories of teaching, activities related to teaching and teaching scholarship, of which teaching and activities related to teaching, shall not exceed 70% or up to 75% where genuinely agreed.

18.7 STFs will initially be appointed and paid as a Level A, commencing at level A, step 2, and are eligible for incremental progression in accordance with Clause 55 (Performance Development), up to a maximum of level A step 8, provided that any Teaching Scholar who holds a relevant doctoral qualification will be paid a salary no lower than level A step 6.

18.8 At the expiration of a fixed term appointment period, the employee will be appointed on a continuing basis subject to the employee having satisfactorily performed in that position and the work continuing to be required to be performed. That appointment may be a teaching focussed appointment or may be teaching and research as discussed and agreed through the Career Success process.

18.9 A STF may apply for academic promotion in accordance with the University’s promotion process.

18.10 During the life of this Agreement the University will offer at least 25 appointments as STFs or ECDFs (where the ECDF’s teaching and teaching
related duties meet 18.5). Compliance and progress to meeting this requirement will be identified and discussed with the NTEU no later than 6 months prior to the nominal expiry date of this Agreement.

19. CASUAL EMPLOYMENT

19.1 Casual staff shall be eligible to apply for internally advertised University positions.

19.2 Effective from the commencement date of this Agreement, research only employment which is regular and systematic, constitutes an average amount of weekly work in excess of a fraction of 0.4 and constitutes an engagement for six (6) months or which is likely, on the best information available to the University, to extend beyond six (6) months, shall be offered on a basis which allows a genuine choice for the employee of fixed-term employment rather than casual employment.

19.3 The provisions of the following Clauses shall not apply to casual members of staff:

- Clause 15 Part-time and Fractional Employment
- Clause 21 Probationary Procedures
- Clause 25 Academic Salaries and Classification
- Clause 26 Professional Staff Salaries and Classification (except for sub-clause 26.1). Provided that casuals who are employed in a position for a period of 6 months or more shall be able to request a review of the classification of their position either by:
  (a) Preparing a position description and submitting it to Human Resources for review; or
  (b) Completing a classification questionnaire and position description and submitting it to Human Resources for review by a Classification Review Committee. In this circumstance, sub-clauses 26.9 through to 26.15 (those relating to the Committee) shall apply.

- Clause 27 Linking of Professional Staff Classification Levels
- Clause 30 Apprentices and Trainees
- Clause 34 Salary Packaging
- Clause 47 Hours of Work - Professional Staff
- Clause 48 Shift Work – Professional Staff
- Clause 49 Overtime – Professional Staff
- Clause 51 Flexibility Arrangements
- Clause 57 Outside Studies Program
- Clause 59 Public Holidays (except for sub-clause 59.5)
- Clause 76 Redundancy Procedures
- Clause 77 Disciplinary Procedures
- Clause 80 Ill Health Retirement
- Sch 4, Cl 3 Library Policy on Time off in Lieu for Shift Work

19.4 The provisions of Part F (Leave Provisions), shall apply to casual employees subject to the following:

(a) Casual employees shall have no entitlement to paid leave under Clauses 60 (Recreation Leave and Recreation Leave Loading), 61
(Personal Leave), 62 (Compassionate Leave), 63 (Community and Other Leave) and 64 (Trade Union Business Leave);

(b) Casual employees shall be entitled to unpaid leave, subject to the same evidentiary requirements as apply to paid leave entitlements for other employees, under Clauses 61 (Personal Leave), 62 (Compassionate Leave), 59 (Community and Other Leave) and 64 (Trade Union Business Leave);

(c) The entitlements of casuals to leave under Clauses 65 (Long Service Leave) and 66 (Parental Leave) are set out in those Clauses;

(d) Casual employees are entitled to the benefit of Clause 68 (Workers' Compensation Leave).

20. CASUAL EMPLOYMENT – PROFESSIONAL STAFF

Minimum Engagement

20.1 The minimum period of engagement for a casual professional employee will be as follows:

(a) persons who are students (including post graduate students) who are expected to attend the University on that day in their capacity as students shall have a minimum period of engagement of one hour. Without limiting the scope of this sub-clause 20.1(a), for the purpose of this sub-clause 20.1(a), a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than public holidays as applied at the relevant institution.

(b) Persons with a primary occupation elsewhere (or with the University) shall have a minimum period of engagement of one hour.

(c) All other casual employees shall have a minimum period of engagement of three hours. However, this does not prevent the employee requesting and the University agreeing not to apply the minimum engagement.

Overtime for Casual Professional Staff

20.2 Overtime is payable to casual professional employees in respect of work in excess of 35 hours in any single week or more than 9 hours of work on one day. In respect of such excess, the employee shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full-time employee, or the casual loading, but not both.

20.3 Conversion from Casual to Non-Casual Employment

(a) The University shall advise a casual employee that, after serving qualifying periods, casual employees may have a right to apply for conversion and a copy of the conversion provisions of this Clause shall be made available to such employees and an application form for conversion.

(b) An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this Clause.
Eligibility for Conversion

(c) To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

(i) over the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equated to at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or

(ii) over the immediately preceding period of at least 24 months.

(d) For the purposes of this sub-clause occasional and short-term work performed by the employee in another classification, job or department shall not:

(i) affect the employee's eligibility for conversion;

(ii) be included in determining whether the employee meets or does not meet the eligibility requirements.

(e) An employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this Clause.

Application for Conversion

(f) The University shall not unreasonably refuse an application for conversion. However, the University may refuse an application on reasonable grounds including, but not limited to, the following:

(i) the employee is a student, or has recently been a student, other than where his/her status as a student is irrelevant to his/her engagement and the work required;

(ii) the employee is a genuine retiree;

(iii) the employee is performing work which will either cease to be required, or will be performed by a non-casual employee, within 26 weeks from the date of application;

(iv) the employee has a primary occupation with the University or elsewhere, either as an employee or as a self-employed person;

(v) the employee does not meet the essential requirements of the position; or

(vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

Offer of Non-Casual Employment

(g) The University must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the University rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.

(h) Conversion may be to either a continuing appointment or to a fixed-term appointment consistent with Clause 16 of this Agreement. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, shall be
consistent with the employee’s casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under this Agreement.

(i) Conversion may be, but is not required to be, to seasonal, part-year or annualised hours employment. Conversion of a casual employee to seasonal, part-year or annualised hours employment may occur where by custom and practice the work has been performed by casual employees on such a basis, or otherwise by agreement between the University and the employee.

(j) Employees converted under this sub-clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except as provided for casuals in the long service leave sub-clauses (65.14-65.17) and the parental leave sub-clause (66.16).

Further Applications

(k) An employee whose application for conversion is rejected shall not be entitled to apply again within twelve months except where:
   (i) that rejection is solely based upon the ground set out in sub-clause 20.3(f)(iii); and
   (ii) that ground ceased to apply.

Seasonal, Part-Year and Annualised Hours

20.4 Flexible Employment for Employees Converted from Casual Employment

The terms and conditions in this sub-clause 20.4 apply to "Seasonal" or "Part-Year" or "Annualised Hours" employment, which may be used:

(a) for employees converted from casual employment to "Seasonal" or "Part-Year" or "Annualised Hours" employment in accordance with sub-clause 20.3(i) above, or

(b) upon the appointment of employees where the nature of the work to be undertaken in the position has traditionally been performed by casuals and a casual would be otherwise appointed, in which case the appointment will be continuing. However, subject to the employment meeting the requirements of sub-clause 16.2(c), or when replacing an employee who was employed on a fixed term "Seasonal" or "Part-Year" or "Annualised Hours" contract, the appointment may be fixed-term.

(a) "Seasonal" or "Part-Year" Employees

(i) Definitions

"Seasonal" or "part-year" employees are employees appointed as such on a continuing or fixed-term basis to work one or more periods or seasons in each year (which may be a calendar year), as identified by the employer consistent with sub-clause 20.3(h) above, or as subsequently varied by agreement with the seasonal or part-year employee.

During the periods of the calendar year that the employee is not required to perform work, the employee's employment contract will
continue. However, with the exception of periods of approved paid leave, the employee will be deemed to be stood down without pay for such periods. Such periods will not count as service for any purpose, but will not break the continuity of service.

(ii) Accrual of Pay

In respect of the periods or seasons of work for which they are engaged, seasonal or part-year employees will be paid on the same basis as comparable, full-time or part-time continuing employees, as the case may be.

(iii) Leave Entitlements

Leave, including recreation leave, long service leave and personal leave will accrue during hours worked. Leave, other than recreation leave and long service leave, will only be available to the employee during the periods or seasons of work for which the seasonal or part-year employees are engaged.

(iv) Public Holidays

Seasonal and part-year employees will be entitled to the benefit of all public holidays that fall on days on which the employee would normally work during the part or parts of the year or season or seasons that the employee is engaged to work.

(v) Overtime

Annualised hours employees will be eligible for overtime in the same manner as full-time employees. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (however described) in respect of overtime hours.

(vi) Additional Hours

Where in any year, an annualised hours employee works in excess of the number of ordinary hours in the year for which he/she is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

(vii) Termination of Employment

In the event that the employment of a seasonal or part-year employee ceases, for whatever reason, and the employee has received a payment (however described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the employer as at the date of termination. The employer may offset any such amounts against any entitlements owing to the employee.

(b) "Annualised Hours" Employees
(i) Definitions

An "annualised hours employee" is an employee engaged as such on a continuing or fixed-term basis for a specific number of ordinary hours within any one year (which may be a calendar year) as offered by the employer, consistent with sub-clause 20.3(h) above, or as subsequently varied by agreement with the annualised hours employee.

Subject to the terms of engagement, the time and manner in which the annual ordinary hours are rostered over the period of the year is at the discretion of the employer and can be rostered over a period of less than 52 weeks.

(ii) Accrual of Pay

For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

(iii) Leave Entitlements

Annualised hours employees will be entitled to receive the leave entitlements of a full-time employee on a proportional basis determined by the number of annualised ordinary hours required to be worked by the employee within the year. The timing of taking recreation leave and long service leave will be determined by the employer, in consultation with the employee.

(iv) Public Holidays

Annualised hours employees will be entitled to the benefit of all public holidays that fall during periods for which they are rostered to work.

(v) Overtime

Annualised hours employees will be eligible for overtime in the same manner as full-time employees. In respect of such overtime hours, those overtime hours are in addition to the annualised ordinary hours for which the employee is engaged. There is no accrual of leave entitlements (howsoever described) in respect of overtime hours.

(vi) Additional Hours

Where in any year, an annualised hours employee works in excess of the number of ordinary hours in the year for which he/she is engaged, the payment for the additional ordinary hours will be made in the first available pay period following receipt of a valid claim. Any additional ordinary hours worked will be taken into account in the calculation of leave entitlements.

(vii) Alteration of Annual Hours

In the event that the number of annualised ordinary hours for which the employee is engaged are altered by agreement then the University and the annualised hours employee shall ensure that from
the date such change takes effect, appropriate reconciliation arrangements in respect of pay and hours have been made.

(viii) Termination of Employment

In the event that the employment of an annualised hours employee ceases, for whatever reason, a reconciliation of the ordinary hours worked and the payments (howsoever described) paid to the employee, will be performed and:

- if the employee has received a payment (howsoever described) in respect of work or hours which are not then worked by the employee, that payment will be repaid by the employee to the employer as at the date of termination. The employer may offset any such amounts against any entitlements owing to the employee; and

- if an employee has performed work for which he/she has not yet received pay by the employer, the employer will pay to the employee such amount as at the date of termination.

21. PROBATIONARY PROCEDURES

21.1 Probationary procedures for academic and professional staff shall be those set out in the HR Resource Library as varied from time to time. If the University seeks to significantly change entitlement to substantive protections or change the overarching principles which apply to the probationary policy, then the University will consult with the NTEU about the proposed changes.

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

21.3 Any second or subsequent fixed-term contract with the University, shall not contain a probationary period.

22. RECOGNITION OF PRIOR SERVICE FOR LONG SERVICE LEAVE PURPOSES

22.1 Subject to this Clause the University will recognise non-casual prior service with Australian Higher Education institutions and TAFE Providers, Public Hospitals, Public Service of the State of Victoria or Commonwealth including their instrumentalities and bodies with which these entities have reciprocal arrangements.

22.2 The University may recognise non-casual prior continuous service for long service leave purposes with other institutions by negotiation between the employee and the University at the time of the employee's appointment. Such agreement will be included in the employee's contract of employment. Institutions the University may recognise prior service from under this sub-
clause include but are not limited to the Public Service of any Australian State or Territory including their instrumentalities and bodies with which they have reciprocal arrangements.

22.3 The amount of service that the University may recognise for long service leave purposes from the previous employer shall be up to 10 years, provided there is no break in service exceeding 12 continuous months. The University may require a period of up to 3 years' service to be completed before an employee is eligible to take long service leave.

22.4 An employee must make any claim for recognition of prior service within 12 months of appointment. Renewal or extension of a fixed-term contract does not constitute a new appointment for the purpose of this Clause. If a staff member does not meet the 12 month claim period but it appears the staff member was not informed about the right to claim, the University must consider whether a reasonable extension of time should be granted.

22.5 For the avoidance of doubt no prior service in respect of which the employee has been paid out for, was entitled to be paid out in lieu or has taken long service leave will be recognised and the University may require proof in this respect prior to recognising any prior service. Provided further that any such period of service may be recognised for the purpose of satisfying any minimum service period for the taking and accrual of long service leave with the University.

23. RECOGNITION OF PRIOR SERVICE FOR PERSONAL LEAVE PURPOSES

23.1 The University will recognise non-casual prior service with relevant public institutions for personal leave purposes. Relevant institutions include but are not limited to, Australian and New Zealand Higher Education and TAFE Providers, Public Hospitals, the Public Services of a State or Territory in Australia, the Commonwealth including Commonwealth instrumentalities. Examples include teaching experience in the wider education sector, or relevant medical or nursing experience in a hospital.

23.2 If the University recognises prior service under this Clause, employees will be entitled to transfer sick leave/personal leave credits from a previous employer, provided there is no break in service exceeding twelve continuous months. Credit will be certified as those being held by the appointee on leaving the former employer to a maximum of thirty (30) days entitlement.

23.3 An employee shall make any claim for recognition of prior service under this Clause within 12 months of appointment. Renewal or extension of a fixed-term contract does not constitute a new appointment for the purpose of this Clause. If a staff member does not meet the 12 month claim period but it appears the staff member was not informed about the right to claim, the University must consider whether a reasonable extension of time should be granted.

23.4 For the avoidance of doubt the University reserves the right to seek verification from the prior employer of the employee’s accrued personal leave/sick leave entitlements with that employer, prior to recognising the service.
24. RECOGNITION OF LA TROBE STUDENT UNION EMPLOYMENT SERVICE

24.1 Subject to this clause, the University will recognise non-casual prior continuous service as an employee with La Trobe University Student Union ("LTSU") that has accrued immediately prior to the employee becoming an employee of the University as follows:

(a) for the purposes of long service leave and the amount of service that the University may recognise for long service leave purposes from the previous employer shall be up to 10 years, provided there is no break in service exceeding 12 continuous months. The University may require a period of up to 3 years' service to be completed before an employee is eligible to take long service leave;
(b) for the purposes of parental leave;
(c) personal leave accrued to the employee with LTSU, up to a maximum of 10 days entitlement.

24.2 An employee must make any claim for recognition of prior service within 12 months of appointment. Renewal or extension of a fixed-term contract does not constitute a new appointment for the purpose of this Clause. If an employee does not meet the 12 month claim period but it appears the employee was not informed about the right to claim, the University must consider whether a reasonable extension of time should be granted.

24.3 For the avoidance of doubt:

(a) the University reserves the right to seek verification from the LTSU of the employee's service and accrued long service leave and personal leave/sick leave entitlements with that employer, prior to recognising the service or entitlement;
(b) no prior service or entitlement to personal leave will be recognised by the University in respect of which the employee has already been paid out or was entitled to be paid out by LTSU, or in respect of which the relevant entitlement has actually been taken during employment with LTSU and the University may require proof in this respect prior to recognising any prior service; and
(c) for the purposes of this clause, LTSU will be interpreted to include the registered student union at any of the La Trobe University campuses in addition to the Bundoora campus.

PART C SALARIES AND CLASSIFICATION

25. ACADEMIC SALARIES AND CLASSIFICATION

25.1 All academic staff shall be employed according to the MSALs. Schedule 2 of this Agreement sets out the minimum salary rates which are payable for each of the academic levels from A to E.

25.2 Schedule 5 contains the MSALs A to E which are indicative of the functions academic staff employees perform.

25.3 The minimum standards for academic staff, other than a casual employee, are differentiated by level of complexity, degree of autonomy, leadership
requirements of the position and level of achievement of the academic staff member. The responsibilities of academic staff may vary according to the specific requirements of the University to meet its objectives, different discipline requirements and/or individual staff development.

25.4 An academic appointed or promoted to a particular level may be assigned, and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic staff member may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes. Staff who undertake coordination duties at a level higher than their classification will be paid a responsibility allowance in accordance with Clause 39 (Coordination Responsibility Payments - Academic Staff) of this Agreement.

25.5 MSALs will not be used as a basis for claims for reclassification.

25.6 For administrative purposes only and in view of the fact that academic employees do not have prescribed hours of work, the weekly number of hours of work for the specific purpose of payroll processing, including the calculation of leave entitlements, shall be a 35 hour week. Academic employees will be entitled to the equivalent of up to one day in every five (5) working days for carrying out appropriate research work off campus (provided that the staff members make themselves available for required University activities), and if more days are required, they may seek approval from their Supervisor.

26. PROFESSIONAL STAFF SALARIES AND CLASSIFICATION

26.1 Every professional staff position shall be classified in accordance with the Position Classification Descriptors set out in Schedule 1 and paid in accordance with Schedule 2 of this Agreement. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.

26.2 The University shall maintain a position description for every professional staff member.

Classification Review Process

26.3 The classification review process is the mechanism for maintaining current classification information concerning positions within the University. The process enables employees and Supervisors to describe a position and record changes that occur. This information is then assessed to determine if the classification has been correctly evaluated in light of skills and knowledge required for the position.

26.4 Classification reviews shall occur where:

(a) a vacant position has changed to such an extent that the position warrants review; or
(b) a request is made by the incumbent or supervisor because:
   (i) the duties and responsibilities of the position have changed significantly; and/or
(ii) it is considered that the position is no longer accurately classified.

26.5 An application for reclassification of a position can be made by an incumbent employee or by the supervisor of the position.

26.6 Human Resources will initially classify all new and vacant positions against the Position Classification Descriptors.

26.7 All classification reviews of existing positions will be undertaken by designated staff within Human Resources. A classification decision should be communicated to the incumbent of the position and their supervisor within one month of receiving a review request with a written explanation of the reasons why the decision was reached if the classification review does not result in a change to the classification.

26.8 Where an incumbent of a position has had a classification level determined by Human Resources and is not satisfied with the decision the incumbent may lodge a request for a review by a Classification Review Committee or an appeal to be heard by the Classification Appeals Committee (CAC).

Classification Review Committee

26.9 An incumbent of a position or their supervisor will notify Human Resources of their intention to seek a subsequent review of the position classification by a CRC. Where the position incumbent is seeking the reclassification, they should forward a completed Classification Questionnaire to their supervisor. The supervisor should forward the position description and Classification Questionnaire to Human Resources within one month.

26.10 A classification decision should be communicated to the incumbent of the position and their supervisor within three months of receiving the position description and Classification Questionnaire. Prior to making their decision, the CRC may request further information from the incumbent of the position and their supervisor; and/or interview the incumbent of the position and their supervisor. Any information that is used by the CRC to determine an application will be provided to the Supervisor and the incumbent of the position.

26.11 Where the CRC decision results in a position being classified at the same or lower level, a matrix detailing, anonymously, each individual committee member's rating of each classification dimension will form part of the written outcome that is provided to the incumbent and their supervisor. A CRC decision may be appealed in accordance with sub-clause 26.13.

Composition of Classification Review Committee

26.12 A CRC shall comprise a minimum quorum of four trained staff members. The formation of the Committee requires gender and University/Union balance, and appropriate professional balance where possible. The NTEU representatives will be selected by Human Resources from an agreed pool.
Classification Appeals Committee

26.13 The employee's appeal must state in writing the grounds for appeal, which may be one or more of the following grounds:

(a) That there were procedural irregularities that would have influenced the final classification decision; and/or
(b) That the principles of natural justice (ie. fairness and propriety) were not adhered to.

Composition of Appeals Committees

26.14 The Classification Appeals Committee shall comprise:

(a) An independent chairperson;
(b) One representative of the University; and
(c) One representative of the relevant Union.

26.15 The independent chairperson is required to have training and experience in the Classification process, and will be appointed by the Executive Director (Human Resources) (or delegate) subject to the agreement of the President of the La Trobe University NTEU Branch (or delegate), provided that such agreement shall not be unreasonably withheld.

Classification Questionnaire

26.16 The University agrees to review and streamline the Classification Questionnaire within 6 months of the commencement of this Agreement to reduce duplication between the position description and the Questionnaire. This review will be undertaken in consultation with the NTEU.

27. LINKING OF PROFESSIONAL STAFF CLASSIFICATION LEVELS

27.1 Professional staff appointed to a classification level from HE01 to HE09, may progress to the next classification level through the linking process described in this Clause.

27.2 Progression to a higher classification level is not automatic and is subject to the Faculty, School or Division identifying a requirement that there is work to be performed at a higher classification level, and the staff member acquiring and/or developing the skills required to perform the higher level tasks.

27.3 Where the Faculty, School or Division has identified a requirement that there is work to be performed at a higher level, it is the joint responsibility of the supervisor and the staff member to plan for a move to the higher classification level. This plan should form part of the normal Performance Development process, and will include:

- the development of a position description with the classification confirmed at the higher classification level; and
- an identification of the enhanced skills and/or qualifications required in the higher level position description and where necessary the establishment of a development plan to enable the staff member to acquire those skills and/or qualifications; and
• the establishment of agreed performance objectives to be achieved prior to the staff member being able to progress to the higher level; and

• specific timeframes in which the plan is required to be achieved.

27.4 At the expiry of the timeframe specified under sub-clause 27.3, the supervisor will review the staff member’s achievements against the plan and determine whether the staff member will be linked to the higher classification level. To be linked to the higher classification level, the staff member must:

• have acquired the enhanced skills/qualifications required in the higher level position; and

• have achieved an overall satisfactory assessment as part of their performance development assessment.

27.5 The cost centre or source of funds will not be a factor in decisions about linking.

28. PROFESSIONAL STAFF MOBILITY

28.1 The University recognises that staff mobility and secondments form a valuable aspect of the career and management process. The University agrees to consult with the NTEU in the first 9 months of the Agreement to discuss opportunities for improving professional staff mobility.

29. RESEARCH ASSISTANTS

29.1 The University acknowledges that Schedule 2 of the 2009 Agreement includes a classification of "Research Assistant". The University agrees that it will not, from the commencement of this Agreement, employ any new employees under the classification of "Research Assistant".

29.2 Continuing employees who were classified as a Research Assistant under the 2009 CA will, within 6 months' of the commencement of this Agreement, be transferred to another classification in Schedule 2 of this Agreement. The terms and conditions offered to such employees will be no less favourable overall than their current terms and conditions of employment.

29.3 Fixed-term employees who were classified as a Research Assistant under the 2009 CA will continue to be classified as a Research Assistant until the expiry of their current fixed-term contract. If such employees are offered further employment with the University, they will be offered employment in another classification in Schedule 2 of this Agreement.

29.4 The University will apply the "other academic activity rate" in Schedule 2 in respect of research assistant activities for casual academic staff and the applicable professional staff casual rate in Schedule 2 is if the person is employed as a professional staff member.
30. **APPRENTICES AND TRAINEES (Professional Staff Classifications)**

30.1 Apprentices will receive a salary calculated using the following percentages, on the base salary rate for level 3 set out in Schedule 2 of this Agreement:

- 1st year - 55% of base trade rate
- 2nd year - 65% of base trade rate
- 3rd year - 80% of base trade rate
- 4th year - 95% of base trade rate

30.2 The University may employ a person under a Traineeship Agreement registered with the relevant State or Territory training authority. Trainees employed at La Trobe University will be paid in accordance with the rates set out in Schedule 2 of this Agreement.

30.3 Trainees shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

30.4 Where a person was employed by the University immediately prior to becoming an adult trainee with the University, such person shall not suffer a reduction in their pay and conditions by virtue of becoming a trainee.

31. **AGREEMENT SALARY INCREASES**

31.1 Salary increases will be paid in instalments. The first salary increase will be calculated using the July 2012 salary scales as set out in Schedule 2 of this Agreement. The salaries payable pursuant to this Agreement are set out in Schedule 2 of this Agreement and the increases are compounding.

31.2 Salary increases arising from this Agreement will be paid only to staff employed by the University at or after the date of lodgement of this Agreement and from the effective dates specified below for payment of these increases.

31.3 Staff members will receive the salary increases set out in Schedule 2, as applicable, whether provided by administrative action prior to the operative date of this agreement (and absorbed by this agreement without further increase applicable at that date) or subsequently, as set out and summarised below:

(a) The first salary instalment of 1.5% will be effective from 1 July 2013.
(b) The second salary instalment of 2.75% will be effective from the first pay period on or after 30 June 2014.
(c) The third salary instalment of 2.75% will be effective from the first pay period on or after 1 July 2015.
(d) The fourth salary instalment of 3.25% will be effective from the first pay period on or after 1 July 2016.
(e) The fifth salary instalment of 3.25% will be effective from the first pay period on or after 1 January 2017.
31.4 Staff shall progress incrementally within their classification or MSAL range annually on the anniversary of their appointment or promotion, provided that:

(a) accelerated advancement through increments, or
(b) withholding or postponement of an increment

may occur in accordance with Clause 55 (Performance Development) or Clause 77 (Disciplinary Procedures).

32. UNDERPAYMENTS AND OVERPAYMENTS

32.1 An underpayment to a staff member will be corrected and full payment made to the staff member as soon as possible but no later than the pay day of the next pay period following notification by the staff member to the University.

32.2 The University will advise and consult with a staff member when an overpayment has been identified. The University will inform the staff member of the amount of the overpayment and will write to the affected staff member about the options available for repayment. The timeline for repayment shall be of reasonable length, having regard to the extent of the overpayment. The staff member and the University will negotiate in good faith with the aim of reaching an agreed repayment arrangement, after which the University may deduct the overpayment from the staff member's salary or termination payments in accordance with the agreed repayment arrangement. If such an agreement cannot be reached then the procedures of the Dispute Settling Procedures under Clause 66 of this Agreement will be applied to achieve an outcome that allows the University to recover the overpayment, after which the University may deduct any overpayment from the staff member's salary or termination payments accordingly.

33. SUPERANNUATION

33.1 The University will provide employer contributions and arrangements for superannuation in accordance with the UniSuper Deed of Covenant, including UniSuper as the required recipient fund:

(a) including that the University may exercise its options under the Deed of Covenant for the 5% flexibility in coverage and contribution level;
(b) except that employer superannuation contributions for casual employees shall be the minimum employer superannuation contribution percentage prescribed by the superannuation guarantee administration legislation.

34. SALARY PACKAGING

34.1 Notwithstanding the rates specified in Schedule 2 of this Agreement, an employee will be able to request an individual remuneration package which may result in his or her salary being reduced in order to receive employer provided non-cash benefits. The range of benefits available from salary packaging and the policies and procedures applying to salary packaging shall be set out in the HR Resource Library, which may include any other permitted benefit.

34.2 Notwithstanding anything contained within this Clause, the employee's salary rate as specified in Schedule 2 of this Agreement, or any higher
remuneration rate specified in their contract of employment, will be used as the basis for calculation of all other entitlements and deductions which derive from the salary rate and such examples include but are not limited to:

(a) termination payments, including superannuation, recreation leave and long service leave entitlements;
(b) calculation of redundancy benefits;
(c) calculation of early retirement benefits; and
(d) calculation of overtime and shift payments.

34.3 Effective salary sacrifice arrangements require the employee to request the University to provide a benefit in lieu of part of cash salary, but the University has absolute discretion in deciding whether to accede to or reject the request. The University shall have absolute discretion over what salary sacrifice arrangements it may make available. La Trobe University will have the right to vary or withdraw these arrangements if laws change or Superannuation Trust Deeds change or for any other reason whatsoever.

35. CASUAL RATES OF PAY – PROFESSIONAL STAFF

35.1 A casual Professional employee shall be paid (per hour) for all work performed at an hourly rate derived from the weekly rate for a full-time employee in the same classification. A 37.5 hour week shall be used as the basis for deriving an ordinary hourly rate to which shall be added a 25% casual loading. The casual loading is payable in lieu of benefits not provided to the casual professional employee as set out in this Agreement. Schedule 2 of this Agreement sets out the casual hourly rates applicable to casual Professional employees.

36. CASUAL RATES OF PAY – ACADEMIC STAFF

36.1 Casual academic employees will be entitled to receive the salary rates applicable to the casual employment classifications, as defined in Schedule 2 of this Agreement, and a 37.5 hour week shall be used as the basis for calculating the ordinary hourly rate for casual academic employment to which shall be added a 25% casual loading. The casual loading is payable in lieu of benefits not provided to the casual academic staff employee as set out in this Agreement.

37. SENIOR STAFF PERFORMANCE BASED CONTRACTS

37.1 The University may, in accordance with this Clause, enter into contracts with members of staff employed in the manner described in sub-clause 37.2 below, which sets out key performance criteria or targets which must be met within defined time frames or under defined circumstances (Performance-based Contracts). An employee may be assisted in negotiations by their Representative.

37.2 Contracts entered into pursuant to this sub-clause may be offered only if the contract involves an offer of employment to academic staff employed at or above Level E who received a total remuneration package comprising base salary, vehicle, and other allowances ("Total Remuneration Package") equal to or greater than the amount specified for academic staff in sub-clause 37.4 below and Professional staff employed at or above HEO10 who receive a
Total Remuneration Package equal to or greater than the amount specified for professional staff in sub-clause 37.4 below.

37.3 A performance-based contract may stipulate that Clauses 21 (Probationary Procedures), 77 (Disciplinary Procedures), 31 (Agreement Salary Increases), 16 (Fixed-Term Employment), 14 (Modes of Employment), 47 (Hours of Work), 49 (Overtime) and 76 (Redundancy Procedures) of this Agreement shall not apply and where this occurs then it is a term of this Agreement that the nominated Clause or Clauses shall not apply to the employment of the employee. A performance-based contract for senior staff will contain its own Clauses covering redundancy, performance, discipline and/or termination, and the termination of employment of an employee party to a performance-based contract will be in accordance with Division 11 of Part 2-2 and Part 3-2 of the FW Act except the required period of notice referred to in Section 117 shall be stated in the contract and will be a minimum of three (3) months. When any contract pursuant to this Clause involves a probation period that probation period will be no less than three (3) months.

37.4 The Total Remuneration Package rates specified in sub-clauses 37.2 above will be determined on the basis of the following scale. These threshold salary levels will be indexed in line with the salary increases made over the nominal life of this Agreement, provided that all Senior Staff Performance Based Contracts entered into prior to the lodgement of this Agreement will remain valid under this Clause if the salary and loadings fall below the threshold during the life of this Agreement:

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PART D ALLOWANCES

38. HIGHER DUTIES ALLOWANCE – PROFESSIONAL STAFF

38.1 An employee who is required to act in a position of higher classification for thirty per cent or more of the responsibilities and for a continuous period of two weeks or more (including public holidays) shall receive a higher duties allowance for the period of the higher duties based on the difference between the salary of the employee and the salary payable for the higher classification.

38.2 Where an employee who is performing the duties of a higher office is permanently promoted to that office, he/she shall not suffer any reduction in remuneration and shall receive the same increments as if he/she had during the period of temporary service in the higher office been the permanent occupant of that office.
38.3 Where an employee is approved to perform the duties of a higher duties office for periods that are not continuous but in aggregate total more than 12 months, he/she shall upon the completion of each period totalling 12 months be granted salary increments applicable to the higher office provided that for the first increment the total 12 month period of higher duties is completed within the immediately preceding period of 24 months.

38.4 An employee who at the time of proceeding on approved leave with pay (other than Long Service Leave) was in receipt of a higher duties allowance shall continue to be paid the allowance if the allowance would have been paid but for the granting of the leave.

38.5 A higher duties allowance payable to an employee under this Clause shall be regarded as salary for the purposes of calculating all other types of allowances including overtime.

38.6 Higher duties allowance payments are non-superannuable.

38.7 An employee may decline an offer to perform higher duties without suffering any penalty.

39. COORDINATION RESPONSIBILITY PAYMENTS – ACADEMIC STAFF

Unit and Course Coordination

39.1 Unit Coordination will normally be performed by Level B Academics, and Course Coordination will normally be performed by Level C Academics. In circumstances where the Executive Dean of the Faculty has determined there is no alternative but to allocate Subject Coordination to a Level A Academic, or Course Coordination to a Level B Academic, the staff member will be entitled to a coordination responsibility payment negotiated in advance in accordance with this clause.

39.2 An employee whose substantive position is a Level A and is appointed as a Unit Co-ordinator will be remunerated at the minimum of Level B for the duration of the period of the unit co-ordination.

39.3 An employee whose substantive position is at Level B and who is appointed as a Course Co-ordinator will be remunerated at a minimum of Level C for the duration of the period of course co-ordination. An employee whose substantive position is at Level A is not permitted to undertake course co-ordination.

39.4 An employee who is undertaking co-ordination duties under this Clause at the time of proceeding on approved leave of up to 4 weeks shall continue to be paid at the responsibility payment rate.

39.5 Responsibility payments under this Clause will not be superannuable.

39.6 On completion of each continuous 12 month period during which a staff member undertakes co-ordination pursuant to this Clause, the staff member shall be granted salary increments applicable to the next incremental level. For the purposes of this clause undertaking co-ordination for a continuous period of 12 months will be satisfied where the co-ordination occurs across
two consecutive substrative semesters (for example, Semester 1 and 2 in the same year or Semester 2 this year and Semester 1 of the following year).

39.7 Where an employee in receipt of a coordination responsibility payment is promoted to the higher level, he/she shall not suffer any reduction in remuneration and shall be appointed at the increment level required to ensure that he/she does not suffer any reduction in remuneration.

Pro rata Coordination Responsibilities

39.8 In circumstances where a staff member is performing a percentage of the full unit or course coordination duties (howsoever named), the staff member will receive a reduced coordination responsibility payment calculated on a pro rata basis.

39.9 The pro rata coordination responsibility payment will be negotiated in advance and rounded to the nearest quartile (ie. 25%, 50%, 75% or 100%) by determining the percentage of full unit or course coordination duties being performed by the staff member having regard to the allocation under the Academic Unit Workload Model.

39.10 The provisions of 39.1 to 39.9 apply notwithstanding any inconsistency with the MSALs in Schedule 5.

40. FIELD ALLOWANCE

40.1 A pro rata field allowance, commencing at $63.16 per day, will be available to cover the cost of food and camping consumables to an employee required to camp out in the field on excursions undertaken at the request of the relevant Head of School for the University.

40.2 The field allowance is in addition to all travelling expenses, fares and hire charges involved in the trip and assumes that all camping and living out gear is provided by the employee.

40.3 Where such an allowance is combined with the normal per diem allowance payable, the per diem allowance will cease and the field allowance will commence at the time when the employee leaves the metropolitan area or main country town directly into the field and will cease upon return to either of these centres, whereupon the normal per diem allowance will apply.

41. OVERTIME MEAL ALLOWANCE – PROFESSIONAL STAFF

41.1 An employee will be paid an overtime meal allowance commencing at $15.16 for working approved overtime in accordance with Clause 49.

42. MILEAGE ALLOWANCE

42.1 The University may approve the use by an employee of a privately owned motor vehicle which is comprehensively insured for University business. In such cases a mileage allowance per kilometre travelled shall be paid to the employee. The mileage allowance shall commence at 66 cents per kilometre.
La Trobe University Collective Agreement 2014

Use of a motor vehicle that is not comprehensively insured will not entitle the employee to this allowance.

42.2 This allowance covers both proportionate costs related directly to the use of the vehicle (petrol, oil, tyres, etc.) and proportionate fixed costs (registration, insurance, etc), including in the latter case, the loss of any "no claim" bonus in the event of a claim on an insurer in respect of an incident occurring in the course of the use of the private vehicle on University business.

43. UNIFORMS, PROTECTIVE CLOTHING AND DAMAGE TO CLOTHING

43.1 Uniforms, overalls and protective clothing specified by the University as a requirement for a position are to be provided free of cost on commencement of service and replaced free of cost thereafter with sufficient frequency to enable employees to maintain a neat and tidy appearance.

43.2 On termination of service employees may be required to return to the University any of the above-mentioned items.

43.3 An employee who suffers damage to clothing during the performance of normal duties may apply for reimbursement of costs involved in the repair or replacement of the damaged clothing provided that:

(a) where applicable, protective clothing or equipment was being used at the time the damage occurred;
(b) the damage was not sustained because of negligence on the part of the employee, and
(c) all prescribed safety measures were observed.

43.4 Reimbursement for costs of replacement of damaged clothing, commencing at a maximum of $225 for any one claim, will be based upon the depreciated value of the damaged clothing as assessed by the University.

44. INDEXATION – MEAL, MILEAGE, FIELD AND CLOTHING ALLOWANCES

The Overtime Meal Allowance, Mileage Allowance, Field Allowance and Clothing Allowance will be adjusted by the University in August each year during the nominal life of this Agreement, equivalent to the Consumer Price Index (All Groups – Melbourne, Australia) March quarterly figures of the same year.

45. TRAVEL BETWEEN CAMPUSES

45.1 Although each employee is attached to a designated campus, it is recognised that in order to accommodate the needs of the University, including academic programs, staff development needs, and involvement in University Governance there may be a need to travel between campuses from time to time. When this is necessary, the following principles will apply:

(a) Travel arrangements shall be made in accordance with University policy and procedures.
(b) Where travel between campuses is required, a planned, consultative approach will be adopted with the aim of avoiding undue hardship, fatigue, unreasonable responsibilities or disruption to the employee, and will take into account the employee's normal start or finishing time.
and the travel time involved. Where fatigue is likely to be a factor and work commitments preclude an overnight stay away from their designated campus, consideration will be given to alternative modes of transport, including same day return train travel or same day return air travel.

(c) Where an employee is required to travel between campuses to carry out duties, the University shall normally provide access to a vehicle, unless the employee uses his/her vehicle for travel where the provisions of Clause 42 (Mileage Allowance) shall apply.

(d) Where an employee designated to a campus is required to attend another campus for consecutive days, or where commencing or finishing work at the other campus incurs significant inconvenience, the employee may apply for a travel advance, or will be reimbursed for reasonable meals and incidentals incurred, in accordance with University policy. This provision shall not apply to employees travelling between campuses in the metropolitan area.

(e) The University shall provide office space, computer and telephone facilities for employees who regularly work at campuses other than their designated campus.

(f) Employees travelling between regional campuses of the University, or between metropolitan and regional campuses of the University, shall be issued with a Visitor's Parking Permit where needed.

(g) Time spent by an employee travelling between campuses or to student placements on University business shall count as time worked by the employee but if the travel time spent gives rise to an overtime benefit the overtime travel will be compensated by time in lieu only.

46. CHANGE OF RESIDENCE

Where an employee applies for another position requiring transfer between regional campuses of the University, or between metropolitan and regional campuses of the University, and where the transfer is regarded to be in the interests of the University and thereby changes his or her place of residence, the employee shall be entitled to apply for a resettlement allowance as provided by La Trobe University policies as specified in the HR Resource Library.

PART E WORKING HOURS

47. HOURS OF WORK – PROFESSIONAL STAFF

47.1 The ordinary hours of work for a full-time professional employee shall not exceed thirty-five (35) per week in accordance with one of the following work cycles:

- 35 hours within a cycle not exceeding 7 days
- 70 hours within a cycle not exceeding 14 days
- 105 hours within a cycle not exceeding 21 days
- 140 hours within a cycle not exceeding 28 days.
47.2 The ordinary hours of work shall be worked on any or all of the days Monday to Friday continuously, except for meal breaks, between the span of hours of 7.30am to 7.30pm. This sub-clause shall apply to general staff employed at the Bendigo campus prior to 1 January 1994 except that the span of hours shall remain 8.00am to 6.00pm.

47.3 By mutual agreement in writing between the University and the employee, the ordinary hours of work of the employee may fall outside the span of hours in sub-clause 47.2 by making a flexibility agreement in accordance with Clause 51 (Flexibility Arrangements).

48. SHIFT WORK – PROFESSIONAL STAFF

48.1 Shift work is performed when an employee:

(a) is employed as a Cleaner, Plant Attendant or Library Shift Worker;
(b) is employed in a new or vacant position designated as a shift work role;
(c) is otherwise employed in an operational area or a task which regularly involves a requirement for work to be performed outside the span of ordinary hours of 7.30am to 7.30pm (Monday to Friday), and agrees to perform shift work, where such agreement shall not be unreasonably withheld;

and is instructed by the University to start or finish his/her ordinary hours of duty other than on overtime outside the span of hours defined in sub-clause 47.1 and 47.2 above or the individual's ordinary hours of work made under a flexibility agreement in accordance with clause 51 (Flexibility Agreements). These employees shall be given 7 days' notice including 5 working days of the requirement to work or cease working shifts or to change times of starting or finishing work.

48.2 The following sub-clauses 48.3-48.6 apply to shift work, other than where provisions in Schedule 4 apply to the employee.

48.3 Definitions

For the purpose of this clause:

"Day shift" means any shift starting at or after 6.00am and finishing before 7:30pm.

"Afternoon shift" means any shift finishing after 7:30pm and before midnight.

"Night shift" means any shift finishing at or after midnight and before 7:30am.

"Ordinary shift" means any shift on which a shift worker is rostered for duty within the ordinary hours of work defined in clause 47 (Hours of Work) or the individual's ordinary hours of work made under a flexibility agreement in accordance with clause 51 (Flexibility Agreements).

"Rostered shift" means a continuous period of work during which a shift worker is rostered for duty.
48.4 Shift Loadings

Any staff member who is required to work a day shift or ordinary shift, shall be paid their ordinary rate of pay.

Any staff member who is required to work an afternoon shift or night shift which begins on a weekday (Monday through to Friday), shall be paid their ordinary rate plus a 15% shift loading for the rostered shift.

Any staff member who is required to work an afternoon shift or night shift which begins on a weekend (Saturday or Sunday) or University or Public Holiday, shall be paid their ordinary rate plus:

- On a Saturday – a 50% shift loading for the rostered shift
- On a Sunday – a 100% shift loading for the rostered shift
- On a University or Public Holiday – a shift loading of 150% for the rostered shift.

48.5 Rates not Cumulative

The penalty rates within this clause and in the overtime clause are not cumulative. Where the employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

48.6 Extra Weeks Leave for regular and systematic shift workers

University employees who are designated as shift workers and who regularly work over a period of 6 months or more within a calendar year:

(a) shifts on 10 days per fortnight will, in addition to the staff member's normal leave entitlement, be entitled to an additional 35 hours of Recreation Leave per calendar year (pro-rata for part time employees);  
(b) shifts on less than 10 days per fortnight will, in addition to the staff member’s normal leave entitlement, be entitled to the additional leave set out in 48.6(a) calculated on a proportionate basis (that is, the number of days of regular shift work per fortnight divided by 10 days).

49. OVERTIME - PROFESSIONAL STAFF

49.1 The University may require a Professional Employee to work reasonable hours in excess of the ordinary hours of duty and the staff member shall, on reasonable notice, work such overtime in accordance with the instructions of the Supervisor. Where a staff member has obligations, then the Supervisor shall attempt to accommodate these obligations when making arrangements for employees to carry out overtime.

49.2 Other than by mutual agreement, no member of Professional Staff shall be required to work a total amount of overtime in any tax year beyond that which would attract overtime payments of an amount equal to one-quarter of the staff member's annual gross salary (excluding overtime payments) for the tax year.
49.3 Overtime provisions relating to staff employed as Plant Attendants in the La Trobe University Co Generation Plant are set out in Schedule 4 of this Agreement and shall apply instead of this Clause unless those arrangements are silent on a particular matter.

**Time Off in lieu of Payment for Overtime**

49.4 Employees classified at HE07 or above shall not be eligible for overtime payment but shall be granted time *in lieu*, calculated at one and a half times the actual overtime hours worked.

49.5 An employee who is eligible for overtime payment may, by agreement, receive time *in lieu* of payment for overtime worked, calculated at one and a half times the actual overtime hours worked.

**Calculation for Payment of Overtime**

49.6 The salary of an employee for the purpose of computation of overtime shall not include shift work allowances or casual loadings but shall include higher duties allowances.

49.7 Where daily ordinary hours of duty are flexible, the total hours worked in accordance with a work cycle as defined in sub-clause 47.1 shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

49.8 Overtime shall be paid for all work performed in excess of or outside the ordinary hours prescribed and calculated on a daily basis at the following rates:

(a) Weekdays - time and a half for the first three hours and double time thereafter.
(b) Saturdays - time and a half up to 12 noon (or the first three hours whichever occurs first) and double time thereafter.
(c) Sundays - double time.
(d) Holidays prescribed in Clause 59.5 of this Agreement - double time and a half.

**Overtime Meal Allowance**

49.9 A meal allowance as set out in Clause 41 of this Agreement shall be paid under the following conditions:

(a) Week days - when the staff member has worked approved overtime beyond the ordinary hours of work for two hours or more;
(b) Saturdays and Sundays - when the staff member has worked approved overtime beyond the ordinary hours of work for five hours or more.

**Minimum Payment**

49.10 Where an employee is eligible to receive overtime as a result of having worked hours in excess of the total number of ordinary hours permitted within a work cycle the employee will receive no less than three hours payment if the overtime is not contiguous with their ordinary hours.
49.11 Where an employee is eligible to receive overtime for working outside the normal span of hours that is not contiguous to their ordinary hours of work, the employee will receive a minimum payment of three hours for each attendance.

**Breaks between Periods of Duty**

49.12 An employee who has worked overtime but has not had a break of at least ten (10) consecutive hours, between the cessation of one period of duty and the commencement of the next ordinary period of duty, shall be released for a minimum rest period of ten (10) consecutive hours. Such release shall be without any loss of pay for scheduled ordinary duty occurring during such absence.

49.13 An employee required by the University to resume or continue work without having had at least ten (10) consecutive hours rest plus reasonable travelling time off duty shall be paid at ordinary rate plus 100%.

49.14 Reasonable travel time shall be provided in addition to a minimum ten (10) hour rest period which shall be based on the period of time normally required to travel from the employee's home to his/her place of work.

**Reimbursement of Fares**

49.15 If a staff member is directed to work overtime to start and/or finish at times when the usual means of transport between his/her home and place of work is not available, a travelling allowance shall be payable equal to the difference between the normal cost of the travel and the cost actually incurred through the use of a reasonable alternative means of transport.

**Standby Allowance**

49.16 In this section, standby shall mean a period of consecutive hours, outside a staff member's normal hours of work, during which the staff member is available and in a fit and ready state to return to work, where required.

49.17 Professional staff members who are designated by their Supervisor to be on standby to attend work will be entitled to receive a standby allowance of 20% of their current hourly rate for each hour they are required to be on standby.

49.18 Staff will only be entitled to receive this allowance if they have written approval from their Supervisor that they are to remain on standby and the specific times they are to be available on call.

49.19 Staff will receive a minimum period of 24 hours notice if they are required to be on standby.

**Call Out Payments**

49.20 Professional staff members on standby who are called in to work outside their normal hours of duty will receive their normal hourly rate of pay, including reasonable travel time. Staff who are recalled to duty will be paid for a minimum of three hours, which will include travel time.
49.21 Faculties or administrative areas may vary these arrangements by providing time off in lieu. Such arrangements must be supported by a written agreement between the manager and the staff member.

50. REST BREAKS

50.1 Employees shall not be required to work more than five (5) consecutive hours without a break for a meal of at least thirty (30) minutes but not more than one hour. Time for a meal break shall not be paid for and shall not be counted as time worked.

50.2 Morning and afternoon tea breaks each of ten (10) minutes duration, to be counted as time worked, shall be allowed under arrangements acceptable to the University. Fractional employees who work less than a 70% time fraction on a single day will only be entitled to one tea break for that day.

51. FLEXIBILITY ARRANGEMENTS

51.1 This clause constitutes the flexibility term referred to in section 202 of the FW Act.

51.2 An employee and the University may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement, which will be confined to one or more of the following matters:

(a) Structuring a pattern of working hours to enable employees to work on a fulltime or fractional basis for a portion of a year receiving salary payments averaged across the whole year, including working a 48/52 (or other variant) arrangement (varying the effect of sub-clause 15.1);

(b) Being able to work a pattern of hours which may fluctuate on a weekly basis but have a reconciliation of leave entitlements either once a year or twice a year or quarterly (varying the effect of sub-clauses 14.4(a) and 15.2);

(c) Additional unpaid parental/child rearing leave, or unpaid carer’s flexibility leave (varying the effect of sub-clause 66.25 and Clause 61);

(d) Development of overseas exchange agreements between an employee of La Trobe University and an employee from an overseas University, in order to ensure no disadvantage to the employee as a consequence of the exchange (varying the effect of Clause 58);

(e) Allowing for the ordinary hours of work of the employee to fall outside the span of hours in sub-clause 47.2 provided that the flexibility arrangement must specify alternative ordinary hours of work for that employee and that Clause 49 (Overtime - Professional Staff) will apply provided that any reference to "ordinary hours" in Clause 49 shall be taken to be a reference to the "ordinary hours" specified in the Flexibility Agreement (varying the effect of sub-clause 47.2 and Clause 49).

51.3 The University must ensure that:

(a) the arrangement meets the genuine needs of the University and employee in relation to one or more of the matters mentioned in sub-clause 51.2;
(b) the arrangement is genuinely agreed to by the employer and employee;
(c) agreement to a flexibility arrangement may not be a precondition for employment (except for Professional staff seasonal engagements under sub-clause 51.2(a)) reclassification or promotion;
(d) the employee is advised that they are entitled to have a Representative negotiate a flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the FW Act; and
(e) the employee and their Representative must have at least three (3) working days to consider the proposal.

51.4 The University must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the FW Act;
(b) are not unlawful terms under section 194 of the FW Act; and
(c) result in the employee being better off overall than the employee would be if no arrangement was made.

51.5 The University must ensure that the individual flexibility arrangement:

(a) is in writing;
(b) includes the name of the University and of the employee;
(c) is signed by the University and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
(d) includes details of:
   (i) the terms of this Agreement that will be varied by the arrangement; and
   (ii) how the arrangement will vary the effect of the terms; and
   (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

51.6 The University must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to, and keep the agreement as a time and wages record.

51.7 The University or employee terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if the employer and employee agree in writing — at any time.

51.8 Nothing in this Clause affects the validity of a flexibility agreement made in accordance with Clause 21 of the La Trobe University Enterprise Bargaining Agreement 2004-2008 or Clause 47 of the La Trobe University Collective Agreement 2009, provided that if that Flexibility Agreement does not enable the employee to terminate the Flexibility Agreement then sub-clause 51.7 of this Clause applies to that Flexibility Agreement.
52. **ACADEMIC STAFF WORKLOADS**

52.1 The University is committed wherever possible to:

(a) managing the workload of academic staff members to ensure teaching and administrative responsibilities are contained and adequate time is allowed for research and scholarship;

(b) a fair level and equitable distribution of workload for academic staff;

(c) a transparent process of workload allocation which has the broad support of academic staff members;

(d) providing an opportunity beyond the performance management process for academic members to be consulted about workload allocation; and

(e) ensuring the workload of an academic staff member is reasonably manageable and consistent with the continued health and safety of the staff member.

52.2 The management and regulation of academic workloads will be based on the processes set out below.

**Academic Work**

52.3 Academic work at the University embraces research, teaching, leadership, and professional and community service. All academic staff members at the University should have adequate and appropriate opportunities to perform in all these areas.

52.4 Academic workload is a combination of self-directed and assigned tasks.

(a) The assigned proportion of an academic staff member’s work will typically include, for example, teaching and preparation for teaching, assessment, supervision and the necessary administrative work associated with teaching and research in a collegial environment.

(b) The remainder of an academic staff member’s working time is self-directed, consistent with the University’s strategic plans and announced priorities. It is time in which staff members conduct self-directed research or other scholarly activity, including creative productions, as appropriate to their appointment to the University.

52.5 The starting point for discussions about the allocation of work for teaching and research academic staff is:

- Teaching 40%
- Research and Scholarship 40%
- Other activities 20%.

These percentages may be varied in consultation with the staff member through the annual processes established under academic performance development procedures.
The allocation for teaching and activities related to teaching shall take into account the staff member’s research outputs, whether they are an early career academic and where applicable, their research plan.

Research does not include any duties described as "teaching" or "other duties" in this clause.

52.6 The allocation of teaching tasks shall be such that teaching and activities related to teaching can be performed to a professional standard within the % of 1645 hours assigned to teaching and activities related to teaching for that staff member.

52.7 Before the distribution of final workload allocations, employees will be given the opportunity to consult with their supervisor or Head of the Academic Unit on their proposed workload allocation. The distribution of final workload allocations for an Academic Unit will be made available to all academic employees in the Academic Unit.

52.8 Academic staff who agree to be teaching focussed may be allocated teaching and activities related to teaching that correlate or convert under the workloads model (see clause 52.16) of up to 70% of the hours reflected in clause 52.6, or up to 75% where genuinely agreed. Scholarship of teaching forms part of the research activities of such staff.

Academic staff who have agreed to be teaching focussed are those staff who have agreed through the annual processes established under academic performance development procedures to move to a teaching focussed role, have agreed in their terms of engagement, or are STFs.

For the avoidance of doubt, it is expected that the majority of non-sessional academic staff at La Trobe will continue to be teaching and research academics.

Academic staff who have agreed to be teaching focussed through the annual processes established under academic performance development procedures, may after a period of 3 years, seek and agree with their supervisor to revert to a teaching and research academic role based upon a research plan being agreed with their supervisor. Agreement to the plan will not be unreasonably withheld by either party.

Teaching focussed staff are eligible to apply for other positions and will have access to promotion. These matters and any implementation issues in respect of teaching focussed staff may be reviewed by the Workloads Monitoring Committee.

Workload Factors

52.9 The University recognises 1645 hours per annum as the maximum annual allocated hours for a full-time employee, which takes into account and is based upon a staff member taking their four weeks recreation leave in the relevant year.

52.10 Faculty Workload Frameworks will establish the broad principles to be followed by academic units when developing Workload Models including the
consultative processes by which these Models will be developed and under which they will operate, and be consistent with sub-clause 52.5 above.

52.11 Teaching may include:

(a) preparation of teaching materials for face to face, online and other mode of delivery;
(b) unit and course development, including online, off-campus and off-shore learning materials;
(c) delivery of lectures, tutorials, laboratory classes, practicum and clinical education;
(d) delivery of online learning;
(e) delivery of off-campus, off-shore and distance education;
(f) co-ordination of units and courses;
(g) supervision of teaching staff, including casual and sessional staff;
(h) supervision of honours year, post-graduate by course work and a proportion of supervision of higher degree research students;
(i) supervision of undergraduate students undertaking research projects or fieldwork;
(j) preparing and marking and/or moderation of student assessment; and
(k) student consultation.

52.12 Other activities may include:

(a) committee participation;
(b) organising and/or attending meetings, forums, seminars etc;
(c) consultancy;
(d) community service;
(e) industry liaison and grant funding applications;
(f) leadership;
(g) management and administration; and
(h) internal and external professional work.

Academic Workload Models

52.13 Subject to clause 52.16, for each academic unit workload allocation will be in accordance with the existing Workload Models (as reviewed from time to time) which, through a collegial process, will provide for the equitable, transparent and manageable allocation of workload with respect to teaching and other activities with the academic unit.

52.14 Workload Models will be made available on the University intranet and shall be updated regularly to reflect the most recent arrangements in each Academic Unit.

52.15 The Workload Model will take into account those activities specified in sub-clause 52.11 as well as including, where relevant, the following factors:

(a) Modes of delivery;
(b) The level of units in which the academic staff member teaches;
(c) The number of units in which the academic staff member teaches;
(d) The number of hours of teaching delivery;
(e) The level and experience of the academic staff member;
(f) The number of students taught by the academic staff member and the student profile;

(g) Methods and amount of assessment and marking;

(h) The spread of teaching across day and evening programs and across the year, including summer teaching;

(i) Staff development requirements, including higher degree study and the Graduate Certificate of Higher Education (GCHE);

(j) Intercampus teaching and travel;

(k) Approved leave plans of a staff member and any OSP that has been granted; and

(l) Off-shore teaching and travel.

52.16 The University will, in consultation with the NTEU, amend the existing workload models within a period of 6 months from the Commencement Date, to provide for:

(a) a correlation or conversion between points and hours for teaching and activities related to teaching that reflects a reasonable time allocation for performance of the work involved;

(b) clarification that research points are not correlated or converted to hours and are primarily determined by research outputs, with appropriate recognition of those who are early career researchers and staff who are undertaking a research plan.

52.17 In order to promote and assist junior academic employees, Heads of Schools shall allocate teaching duties for employees in a probationary period, and/or employees who are early career academics, allowing these employees sufficient time to develop a research and/or professional profile to meet their probation and other goals.

52.18 When further amendments and variations to teaching allocations through the Workload Model are necessary, the University will consult staff affected by any amendments or variations.

52.19 Academics will normally be given 3 weeks’ notice of their workload allocation for the semester, and where they are required to teach a unit for the first time will be given a minimum of 4 weeks and normally 8 weeks before the unit commences.

**Fractional Academic Staff**

52.20 A fractional (part-time) academic staff member will normally undertake as full a range of duties as a full-time academic on a pro rata basis, unless there is an agreement to the contrary reflected in the staff member’s engagement profile from year to year.

**Unreasonable Workloads**

52.21 In determining what are unreasonable hours of work the University will have regard to the following factors:

(a) The total number of teaching and/or required hours worked on a particular day or week;
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(b) The number of teaching and/or required hours worked without a break;
(c) Any requirement to undertake teaching on University holidays, or before 8.00 am or after 9.00 pm;
(d) Requirements to undertake teaching at overseas campuses;
(e) Requirements to travel between campuses to undertake teaching;
(f) The time off between finishing and starting times of teaching sessions;
(g) The number of days of the week during which teaching and/or required duties are scheduled;
(h) Health and safety issues;
(i) The incidence of night work/after dark work;
(j) The academic staff member's general workload; and
(k) The academic staff member's family needs and responsibilities.

52.22 Concerns arising from the allocation of workloads or unreasonable hours of work will be dealt with, in the first instance, by consultation and discussion with the academic staff member's Supervisor.

52.23 Where it is not possible to reach agreement by this means the staff member will seek a review of his/her workload allocation by Human Resources. In undertaking this review, there will be regard to the factors provided for in clause 52.21 and may seek further information from the staff member or head of the academic unit in which the staff member works. Following a review of the workload allocation, Human Resources may recommend to the staff member and head of the unit:

(a) the workload allocation is not unreasonable and should remain unchanged;
(b) the workload allocation is not unreasonable, but suggest measures or steps to assist the staff member in meeting their workload;
(c) the workload allocation is unreasonable and re-allocation of workload should be carried out by the head of the unit.

52.24 Where the staff member is dissatisfied with the outcome and/or recommendations of the review or the recommendations are not adopted by the academic unit, the staff member may elect to have the matter dealt with in accordance with the Dispute Settling Procedures at Clause 71.

Workloads Monitoring Committee

52.25 The University shall establish a Workloads Monitoring Committee ("WMC"). The NTEU will nominate a member of academic staff to be the NTEU representative of the WMC. The WMC shall monitor workload trends, the operation of workload models and seek to resolve potential problems associated with their operation. The WMC shall meet quarterly and may issue reports and recommendations on workload trends and the operation of workload models. The NTEU standing academic staff member nominee may seek the involvement of the NTEU, where required, including in relation the matters referred to in clause 52.16.
53. **PROFESSIONAL STAFF WORKLOADS**

53.1 Supervisors will allocate professional staff workloads in consultation with the Head of School or the Head of the Administrative Division, according to their position descriptions and their time fraction.

53.2 Professional staff workloads will be allocated using a consultative and efficient process based on the principles of fairness and equity, and professional staff will be able to express or raise issues of concern regarding their workload allocation.

53.3 There will be a variety of tasks within the context of the position description, consistent with the classification of the professional staff member, and the priorities of the particular School or Administrative Division.

53.4 The allocation of work should also take into account the developmental needs of the staff member and the career aspirations of the staff member provided that such aspirations are reasonable and are reasonable having regard to the function of the position and University needs.

54. **CAREER DEVELOPMENT & PROMOTION**

*Academic Promotions*

54.1 The University will maintain and implement a policy on academic promotion which ensures that:

(a) Academic staff have regular opportunities to apply for promotion;

(b) Promotion is based on academic merit measured across the full range of academic work, including teaching and learning, research and scholarship, administration, and service, as appropriate to the nature of the applicant's current appointment and the MSAL for the level to which promotion is being sought;

(c) Processes to consider and determine applications for promotion incorporate peer assessment of academic merit.

55. **PERFORMANCE DEVELOPMENT**

*Performance Development Principles*

55.4 The University will continue to use the performance development framework to align individual contributions to the University with performance and development goals and career ambitions to allow individuals to contribute to organisational productivity and performance. The performance development schemes shall be set out in HR Resource Library and will be consistent with the principles in this Clause. Changes to the schemes may be made after consultation with the Unions.

55.2 The performance development framework is designed to provide a process for the continued development of members of staff, to acknowledge and reward high standards of achievement and provide one mechanism to prevent or address problems of under-performance.

55.3 The performance development framework shall not apply to employees on extended periods of unpaid leave.
55.4 When an employee is serving a probationary period, a supervisor may utilise the performance development framework as a methodology for establishing performance levels, but the goals must be consistent with the relevant probationary criteria. Any problems associated with the performance of a staff member during a probation period shall be addressed using the probation procedures.

55.5 Participation in the performance development framework and satisfactory performance will be a prerequisite for incremental progression for those who are not already at the top of the salary incremental range. If an employee is assessed in accordance with the relevant performance development scheme as not performing their role to a satisfactory standard, then payment of an increment may be withheld or postponed, provided that an increment may not be withheld if lack of participation in the scheme is due to an act or omission of a supervisor.

55.6 Where the staff member has been assessed as performing their duties to a satisfactory standard, one increment will be awarded until the person attains the top of their incremental range. Executive Deans and Divisional Managers may authorise high performance to be rewarded through the provision of monetary or other rewards in accordance with University policy, as detailed in the HR Resource Library, including the granting of 2 or 3 increments for those staff who are not at the top of their incremental range.

55.7 For an increment to be withheld a staff member will be given an early indication that responsibilities and agreed objectives are not being met and advised that, if performance does not improve, an increment may be withheld at the end of a review cycle. The mid-cycle reviews provide an avenue to advise the staff member if there are problems, and follow up meetings provide an opportunity for the problems to be addressed. In assessing performance, consideration will be given to whether the workload of the staff member is fair and reasonable, whether staff development opportunities were provided, and any enabling or mitigating circumstances. The staff member will be entitled to comment on each section of a review report. These procedures are aimed at providing an opportunity to correct a problem prior to the commencement of action under Clause 77 (Disciplinary Procedures). This Clause shall not prevent the operation of Clause 77 (Disciplinary Procedures) of this Agreement.

55.8 Supervisors will receive training to assist them to carry out their responsibilities for reviewing staff, and supervisors are required to attend the training. Nominated supervisors shall not generally conduct performance reviews until they have received such training.

Academic Staff Development

55.9 Nominated Supervisors may only be involved in the planning with and reviewing of staff members who are employed at more junior MSAL levels than themselves, provided that Executive Deans can review any staff, and Heads of School and Centre Directors can review staff members at the same level as themselves. Reviewers of academic staff within an academic unit will normally be the Head of School or where approved by the Executive Dean a designated academic classified at Level C or above.
55.10 Where an academic staff member has serious difficulties or concerns they may request an alternative supervisor to undertake their review. The Executive Dean will appoint an alternative supervisor if they believe that the nature of the problems are likely to prevent the performance development process from being carried out effectively in accordance with the spirit and principles of the process.

55.11 In no circumstances as part of the review process shall a supervisor record a negative opinion on the worth, as opposed to the conduct or methodology, of any line of research. The relevant MSAL and engagement profile shall supply the benchmark for determining satisfactory performance.

55.12 During an academic staff members performance development meeting/s the staff member and the supervisor will discuss and reach agreement on reasonable performance goals and indicators and development goals for that staff member. These goals shall pertain to the staff member’s position description consistent with the MSAL and engagement profile, and identify resources and assistance available to achieve these objectives.

55.13 A dispute between an academic and their Supervisor regarding the performance development process, including over the withholding of an increment, shall be initially referred to the Executive Dean. The Executive Dean shall attempt to resolve the dispute and if not resolved the Grievance Procedures set out in Clause 72 of this Agreement and then the Disputes Procedures in Clause 71 can be applied.

Professional Staff Development

55.14 Supervisors shall meet with their staff members to agree on performance goals, consistent with their position description and classification standard, to be achieved during the annual Performance Development cycle.

55.15 If an employee is assessed in accordance with the relevant performance development scheme as not performing their role to a satisfactory standard, then payment of an increment may be withheld or postponed, provided that an increment may not be withheld if lack of participation in the scheme is due to an act or omission of a supervisor. The staff member will be given the opportunity to correct the problem within a reasonable timeframe set out within the HR Resource Library so that an increment will be paid and backdated to the increment due date if the staff member then reaches a satisfactory performance standard.

55.16 Disputes arising between a staff member and a Supervisor regarding the process of this scheme, including the denial of an increment or progression to a higher linked level, shall in the first instance, be referred to the Executive Dean of the relevant Faculty or to the Divisional Manager where applicable. The Executive Dean or Divisional Manager shall attempt to resolve the dispute and if not resolved the Grievance Procedures set out in Clause 72 of this Agreement and then the Disputes Procedures in Clause 71 can be applied.
56. QUALITY ASSURANCE

56.1 Academic staff will assist in ensuring the University maintains processes to obtain feedback from students about the quality of teaching in courses and units. Academic staff shall on request from their Supervisor, Head of School or Executive Dean, assist in the collection of data on student evaluation of teaching and quality assurance of courses and units and provide such data to the Head of School and Executive Dean. The relevant School or Department will construct a properly validated instrument for measuring student feedback.

56.2 It is recognised that student feedback is one component of quality assurance. The Head of School and academic staff within the School will take student feedback into account in designing improvements to courses and units to be offered by the University.

56.3 Student evaluation of teaching is relevant to an academic staff member’s analysis of their own performance and to any performance-related discussions with a supervisor or any other senior employee in the context of the performance development framework and probation schemes. However, student evaluation will not be the sole measure of teaching performance.

56.4 The University will provide adequate support to develop online teaching and learning materials and the question of provision of adequate support shall be addressed in accord with the workload allocation principles and processes applying within each Faculty. As far as is possible or known employees who prepare online teaching and learning material will be informed of the locations at which the program is intended to be delivered and the names of any commercial partners. The University policy on intellectual property shall apply to online teaching and learning materials developed within the University.

57. OUTSIDE STUDIES PROGRAM

57.1 The University recognises prior service as an academic staff member of other universities and higher education providers for full-time and part-time (50% fraction or more) academic staff in accordance with the OSP Policy set out in the HR Resource Library.

58. OVERSEAS TEACHING

58.1 Teaching of La Trobe University courses and programs overseas by University staff will be conducted on the following basis:

(a) participation will be voluntary, except where such teaching is a genuine requirement of the position and that requirement is expressly stated in the employment contract;

(b) overseas work will be factored into normal workloads; and

(c) employees will be reimbursed for costs incurred in accordance with University policy which is reflected from time to time in the HR Resource Library.
PART F LEAVE PROVISIONS

59. PUBLIC HOLIDAYS

59.1 All employees covered by the Agreement will receive twelve (12) Public Holidays per annum.

59.2 The following shall be observed as Public Holidays at all campuses of the University:

(a) Australia Day, Anzac Day, Good Friday, Easter Monday, Easter Tuesday, Queen’s Birthday, Christmas Day, Boxing Day and New Year’s Day;
(b) Three (3) days between Christmas Day and New Year’s Day (excluding Saturday and Sunday) in lieu of working Labour Day, Show Day and Cup Day, or the equivalent day for regional campuses, during the year;
(c) Such other occasional days as the Vice-Chancellor may from time to time declare as University Holidays.

Where any of these fall on a weekend, a day off in lieu will be granted by the University. The days off in lieu will be selected in consultation with the NTEU.

59.3 The University, shall provide Wednesday 24 December 2014 and Thursday 24 December 2015 as additional University Holidays. The Christmas Holiday Closedown Calendar is set out at Schedule 7.

59.4 An employee who works on Labour Day, the former Show Day or Cup Day and whose employment terminates prior to the following Christmas/New Year close down period shall receive an additional day’s pay at ordinary rates for each of the days so worked. For the purpose of this Clause, work shall include periods of paid leave.

59.5 Professional employees who work on:

(a) a public holiday, other than Labour Day, Show Day or Melbourne Cup Day;
(b) a day provided in lieu under sub-clause 59.2; or
(c) a declared productivity or University holiday day

shall be paid penalty payments of double time and a half.

59.6 An employee who did not work on one or more of Labour Day, the former Show Day or Cup Day in any year shall take between the following Christmas Day and New Year’s Day, a day of recreation leave for each of the days not worked. Provided that an employee who on termination of employment has insufficient recreation leave accrued to cover days for which recreation leave has been given shall have one day’s pay deducted from other payments due in respect of each day for which recreation leave has been given.

59.7 Any member of staff who is absent from duty without reasonable cause on the working day before and/or after a public holiday shall not be entitled to be paid for such a holiday.
59.8 Where a public holiday occurs during the period in which an employee is absent on paid leave (with the exception of paid parental leave) and such holiday is observed by the University, no deduction shall be made for that day from the employee’s leave credits.

60. RECREATION LEAVE AND RECREATION LEAVE LOADING

60.1 Employee(s) covered by this Agreement shall be entitled to recreation leave on full pay at the rate of 140 hours in each completed year of service from the date of appointment or pro rata thereof.

60.2 The time of taking recreation leave shall be by mutual agreement between the employee and the Supervisor provided that:

(a) the employee shall be entitled to take up to 140 hours recreation leave as a single continuous period;
(b) the employee may be granted recreation leave in advance of the date upon which he/she accrues an entitlement to 140 hours;
(c) in addition to an employee’s entitlement to request to take a period of recreation leave at usual rates of pay, the University may at its absolute discretion approve a written request by an employee for a period of accrued recreation leave to be taken on the following basis:
   (i) for a period of authorised absence on recreation leave that is equal to double an accrued period of recreation leave, with such period of recreation leave to be paid at the rate of half pay; or
   (ii) for a period of authorised absence on recreation leave that is equal to half of an accrued period of recreation leave, with such period of recreation leave to be paid at the rate of double pay.

60.3 Leave plans and electronic leave applications will be submitted to the Executive Dean or Divisional Manager through the Supervisor.

60.4 Where an employee resigns, retires, is dismissed or otherwise ceases employment with the University, he/she shall receive payment in lieu of recreation leave accrued but not taken, provided that any recreation leave used in advance of an entitlement accruing shall be deducted from any payment due to the employee on termination of employment. Such payment in lieu shall be for all recreation leave accrued for each completed year of service plus a pro rata amount for the current year of service calculated on a daily basis.

Management of Excess Recreation Leave

60.5 A staff member whose accrued recreation leave entitlement equals or exceeds eight weeks may be notified in writing that they are required to take sufficient recreation leave to bring their accrued entitlement below six weeks, but only if the requirement is reasonable.

60.6 Any such notice shall provide that, within two months of receipt of the notice:
(a) the employee may negotiate with their supervisor an agreed time for the taking of such leave, to bring the accrued leave entitlement below six weeks within 6 months of the receipt of the notice;
(b) the employee may elect to cash out a period of recreation leave in accordance with clause 60.11, to bring the accrued leave entitlement below six weeks during a pay period nominated by the staff member that is within 6 months of the receipt of the notice; or
(c) the Executive Director (Human Resources) may approve continued accrual of leave above eight weeks on the condition that an application has been made and approved for the employee to take sufficient recreation leave to bring their accrued entitlement below four weeks within 2 years from the receipt of the notice.

60.7 If:

(a) at the expiry of 2 months from the receipt of the notice referred to in sub-clause 60.5 above, no agreed plan for reducing accrued recreation leave entitlements has been established in accordance with sub-clause 60.6 above; or
(b) the employee cancels such planned leave;

and there are no exceptional circumstances, then the University may direct the employee to take sufficient recreation leave to bring their accrued entitlement below six weeks, and may direct the dates on which such leave shall be taken. The University must give at least two (2) months' notice of the date on which the staff member is directed to take leave.

60.8 Provided that the requirements of sub-clause 60.5 have been met, where a staff member is directed to take recreation leave in accordance with sub-clause 60.7, the employer will be entitled to deduct from the employee's accrual the amount of recreation leave that has been directed to be taken, at the conclusion of the directed period.

Recreation Leave Loading

60.9 Full-time employees shall be paid a recreation leave loading in respect of 140 hours leave entitlement equal to 17.5 per cent of the ordinary pay of the employee with a maximum payment equal to the Australian Statistician's figure for Average Weekly Earnings of all Males (Australia) as reported in June of the year in which the entitlement to the leave is accumulating. Leave loading shall be paid at the time leave is taken. Employees who are employed on a part-time basis shall receive payment for the annual leave loading on a pro rata basis.

60.10 Should employment of a staff member terminate prior to the official June figure specified in sub-clause 60.9 above being known, payment of the maximum annual leave loading shall be at the rate declared for the June quarter of the previous year.

Cashing Out Recreation Leave

60.11 An employee who has an accrual of at least 8 weeks recreation leave may elect to cash out an amount of recreation leave on the following basis:
A. each election must be made in writing and approved by the staff member’s supervisor and the Executive Director (Human Resources);

(b) any cashing out must not result in the staff member’s remaining accrued entitlement to paid recreation leave being less than 4 weeks; and

(c) the staff member must be paid at least the full amount, including any allowances, recreation leave loading and superannuation, that would have been payable had the staff member taken the leave that he/she has foregone

61. PERSONAL LEAVE

Definitions

61.1 "Family member" for the purpose of this Agreement includes:

(a) a member of the employee’s household; or

(b) a member of the employee’s immediate family including:

(i) partner (i.e. spouse/de facto relationship, which shall include same sex partners), former partner, child, foster child, grandchild, parent, legal guardian, parent-in-law, grandparent, brother or sister of the employee;

(ii) child, foster child, parent, legal guardian, grandparent, grandchildren, brother or sister of the employee’s partner or former partner;

(iii) a relative who has taken the place of a parent or of a relative residing with the employee at the time of such illness or death;

(iv) a person for whom the employee has caring responsibilities arising from an Indigenous kinship relationship of equivalent status to (i) – (iii) above.

61.2 "Medical evidence" for the purpose of this Agreement includes a certificate from a medical practitioner or health professional (including a doctor, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counselling psychologist), or a statutory declaration shall be sufficient certification.

61.3 An employee shall be entitled to Personal Leave on full pay at the rate of 105 hours for each completed year of service commencing from the date of appointment, or pro rata thereof for part-time employees and such leave shall accumulate if not taken.

61.4 Personal Leave may be accessed to attend to personal illness or injury; to provide care to a family member who is ill or injured, or in the case of an unexpected emergency in relation to that person. A supervisor may also grant Personal Leave as a result of special or exceptional circumstances. Personal Leave may be taken for part of a single day.

61.5 Employees will be entitled to transfer Personal Leave credits, to a maximum of thirty (30) days entitlement, where previous periods of service with the University and like employers has been recognised in accordance with the provisions of Clause 23 (Recognition of Prior Service for Personal Leave Purposes).
61.6 An employee who ceases employment with the University and is re-employed after a period not exceeding twelve (12) weeks shall be re-credited with any Personal Leave accumulated at the time of last ceasing University employment.

61.7 Where an employee is ill for two or more days whilst on Long Service or Recreation Leave they will be entitled to Personal Leave on production of medical evidence.

61.8 An employee is required to contact their immediate supervisor as soon as is reasonably practicable to advise them of their absence.

61.9 An employee may be required to provide medical evidence for absences on Personal Leave that are in excess of three consecutive working days or six aggregate working days in a 12 month period.

61.10 Personal Leave may be granted, on the recommendation of the Head of School to the Executive Dean, in advance of entitlement up to a limit of twelve months entitlement provided that proof of medical illness is provided. Any such Personal Leave used but not accrued at the date of termination shall be deducted from any payment due to the staff member on termination.

61.11 An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health, or who is required by a medical practitioner to remain in isolation by reason of contact with a person suffering from a notifiable infectious disease, shall be granted special leave on full pay for the period he/she is required to be absent, and shall not have such leave deducted from Personal Leave credits.

Carer’s Flexibility Arrangements

61.12 To ensure balance between paid and unpaid caring work, all staff members with caring responsibilities are entitled to request flexible working arrangements which may include, but are not limited to:

(a) Changing from full-time work to part-time work;
(b) Changing from part-time work to full-time work;
(c) Changing starting and finishing times within hours of work as regulated by this Agreement;
(d) Increasing or decreasing hours of work;
(e) Periods of leave without pay.

61.13 To access flexible working arrangements, staff members with caring responsibilities will make written application to their supervisor, setting out the nature of the flexibility required and the period of time proposed to utilise flexible working arrangements.

61.14 Staff with caring responsibilities are entitled to request access flexible working arrangements for up to two years, and longer by agreement between the staff member and their supervisor.

61.15 The University must make its best endeavours to accommodate the request, including exploring all available flexible working arrangements to fulfil the staff member's needs.
61.16 Applications for flexible working arrangements may only be refused on the grounds that the application is unreasonable, and the University is unable to provide the flexible working arrangements sought based on operational requirements. The University must provide detailed reasons in writing to the staff member if the application is refused.

61.17 In addition to any other rights in this Agreement, if an application for flexible working arrangements is refused, the staff member may make further application where circumstances have changed, or after two years from the date of the initial application.

62. COMPASSIONATE LEAVE

62.1 Employees will be entitled to leave on full pay for 70 hours (or pro rata for part-time employees) on account of the death or serious illness of a partner, or the death or serious illness of a family member as defined in Clause 61 (Personal Leave).

62.2 Compassionate leave shall only be granted in the case of a serious illness where the employee furnishes a medical certificate stating that the illness is critical or of a life threatening nature.

62.3 The Vice-Chancellor or nominee may grant to the employee further paid leave due to special circumstances such as a delayed funeral or the necessity of the employee to undertake extensive travel.

62.4 An employee is required to contact their immediate supervisor as soon as is reasonably practicable to advise them of their absence.

63. COMMUNITY AND OTHER LEAVE

63.1 Jury Service, Crown Witness and Tribunal

An employee who is required to attend a court or tribunal for the purpose of jury service, as a Crown witness, as a witness on behalf of a Union or to give evidence directly related to their employment shall be entitled to leave on full pay for the duration of such attendance. The employee shall surrender to the University any fees or monies received in the way of payment for these services, provided that an employee may claim from the fees any increase in costs associated with such attendance, for example any additional travel, before surrendering such fees to the University.

Where an employee is on approved annual leave or long service leave, no deduction shall be made from their leave credits for the duration of their jury service or witness attendance.

Unpaid leave shall be granted for appearances that are required in a court or tribunal in another capacity.

63.2 Defence Training

Leave with pay may be granted to an employee who is a member of the Australian Defence Reserve to attend a camp of military training annually for up to eighteen days (including Saturdays and Sundays) plus a further four
days on certification by the Commanding Officer of the Unit that the additional days are necessary.

Leave without pay may be granted for attendance at one school, class or course of military instruction annually, other than an annual camp, for up to sixteen days (including Saturdays and Sundays). If military pay is less than the employee's salary, the University will make up the difference on application by the employee.

63.3 Firefighting and Emergency Assistance Leave

An employee who is called upon, or who responds to an appeal for volunteers, by an Australian government or a competent authority to assist in firefighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the employee in operations, provided that the services of the employee are actually required by the voluntary organisation or other recognized authority concerned.

63.4 Examination/Study Leave (Professional Staff)

A professional staff member may, with the approval of his/her supervisor, undertake an approved course of study during working hours, where in the opinion of the supervisor and Executive Dean or Divisional Manager, the course of study is of direct value to the University and relevant to the work of the employee. Such courses shall not include subjects which are pre-requisites to the undertaking of the course for which study leave is sought.

The University shall grant professional staff members special leave with pay for approved courses and examinations in subjects approved by the University. Such study leave will include reasonable travel time during normal working hours to and from the relevant venue.

63.5 Donating Blood

Employees who are absent for the purpose of donating blood during working hours, may take paid leave for up to two hours per occasion, subject to a maximum of four attendances per year. The absences should occur as close as possible to the beginning or end of the employee's normal working hours and should be on a day convenient to the University. Notice of intended absence must be given, and proof of attendances may be required.

63.6 Sporting Competitions

An employee will be granted up to four weeks unpaid leave for competitors or accredited officials in international, interstate and Country Week sports. An employee will be granted up to four weeks paid leave for Olympic Games, Commonwealth Games and the Pacific Conference Games. Additional leave may be granted at the discretion of the Vice-Chancellor or nominee. The leave will be for the period of the actual competition together with reasonable travel time to and from the venue.

63.7 Religious, Cultural, Community or Ceremonial Leave
Any employee shall be entitled to leave without pay of up to three working days in any calendar year for the purpose of observation of religious, cultural, community or ceremonial occasions. Satisfactory evidence, such as a statutory declaration, may be required.

63.8 Aboriginal and Torres Strait Islander Leave

Any employee shall be entitled to 5 days paid leave plus up to 10 days unpaid leave for Indigenous Australians community, cultural and ceremonial duties. Such duties may include initiation, birthing and naming, funerals, smoking or cleansing and sacred site or land ceremonies, provided that in the case of funerals, where the employee is entitled to paid leave under clause 62 (Compassionate Leave), the entitlement to Indigenous Australians Leave shall not apply. Satisfactory evidence, such as a statutory declaration, may be required.

63.9 Removal of Household Goods

Where an employee is required by the University to perform all or the major part of the duties at a campus of the University other than at the employee’s previous place of work with the University and the employee elects to relocate to a residence closer to the new place of work or more convenient for public transport, the employee shall be entitled to leave on full pay for up to two working days for the purpose of removal of household goods.

63.10 Special Repatriation Leave

An employee shall be entitled to be granted special repatriation leave for illness due to disabilities certified in writing by the Department of Veterans Affairs as having directly resulted from war service. Such leave shall be granted with full pay up to fifteen (15) days during each year of service and shall not be deducted from Personal Leave credits. Such leave shall accumulate if not taken provided that the total of the accumulated leave shall not, at any time, exceed one hundred and twenty-five (125) days.

63.11 Domestic Violence Leave

(a) The University recognises that employees may sometimes experience situations of violence or abuse in their personal life that may impact on their attendance or performance at work.

(b) If requested by the employee, the University will, where possible and appropriate offer employees experiencing domestic violence a broad range of support which may include:
   - flexible working arrangements, including changes to hours of work consistent with the needs of the work unit
   - changing work location, telephone number or email address.

(c) The University will offer employees experiencing domestic violence up to one week of special paid leave for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with domestic violence. This leave is in addition to other existing leave entitlements. The University at its discretion may request relevant supporting evidence in accordance with sub-clause (e) below.
Where the leave provided for in sub-clause (c) is inadequate, the University will offer staff access to accrued personal leave or recreational leave entitlements or leave without pay for the purposes outlined in sub-clause (c).

Supporting evidence of treatment for domestic violence can take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.

64. TRADE UNION BUSINESS LEAVE

64.1 An accredited officer of a Union party to this Agreement is an employee who:

(a) holds the office of President, Vice-President, Secretary or Treasurer of the relevant Union or who is a duly elected member of the Executive, Council or Branch Committee of that Union; and

(b) is required to assist the relevant Union from time to time on request by that Union.

64.2 Accredited officers will be allowed time to engage in Union activities during work hours provided these activities do not unduly interfere with their normal duties.

64.3 In addition, reasonable time will be allowed to a member of the relevant Union appointed:

(a) on formal or official University committees as a nominee of the relevant Union;

(b) to represent Union members' interests in the workplace on industrial relations matters;

(c) to attend hearings or meetings of FWC or other tribunals;

(d) to attend State and National Council meetings on behalf of the Branch.

64.4 Where an absence from work is involved, prior notification shall be given to the relevant Head of the area or supervisor.

64.5 An employee is entitled to leave on full pay for up to five working days in any one calendar year for the purpose of attending Trade Union courses or seminars, subject to the following conditions:

(a) that the operating requirements of the University permit the granting of such leave;

(b) that the scope, content and level of the courses are such as to contribute a better understanding of industrial relations;

(c) that leave on full pay in excess of five (5) working days and up to ten (10) working days may be granted in any one calendar year subject to the total leave granted in that year and in the subsequent year not exceeding ten (10) working days.

65. LONG SERVICE LEAVE

65.1 Employees shall be entitled to thirteen (13) weeks long service leave after completion of ten (10) continuous years and shall accrue 1.3 weeks leave entitlement for every additional year of service thereafter. Such leave shall
be paid on their current time fractions provided that an employee may elect to convert all or part of the period of entitlements to double the leave on half the pay. Service as a casual employee will give rise to an entitlement to long service leave only if it meets the requirements of Clause 65.14.

**Pro Rata Accrual of Long Service Leave**

65.2 Where an employee’s fraction of employment varies, long service leave shall accrue on a *pro rata* basis according to the time fractions worked. Employees will be paid in accordance with their time fraction at the time of taking periods of long service leave. The averaging of entitlements to reflect *pro rata* service will be achieved through the recording of the total long service leave accrual in hours and not through variation on the payment of wages when leave is taken.

65.3 Where an application for recognition of prior service for the purpose of determining long service leave involves periods of part-time service, the recognition of service shall be on a *pro rata* basis.

65.4 This Clause will not operate to reduce any existing untaken long service leave accrual.

**Determining Entitlement**

65.5 For the purposes of determining an employee’s entitlement to long service leave the following shall not count as service:

(a) any period of leave without pay identified as not counting towards service in Clause 65 (Leave and Unpaid Breaks to Count as Service) of this Agreement;

(b) any period of leave without pay of twenty (20) working days or more, except unpaid parental leave in which case up to sixteen (16) weeks shall count as service;

(c) any period of service subsequent to the date from which a pension is payable under the provisions of the Superannuation Act of such other pension schemes as may apply where the employee retires on the grounds of age or ill health;

(d) any period of service for which payment in lieu of long service leave has been made by a previous employer or for which an employee has an entitlement to payment in lieu by a previous employer. Such periods however shall not constitute a break in service for the purpose of satisfying the requirement in sub-clause 65.1 that a minimum of ten (10) years be serviced before long service leave may be taken; and

(e) periods of service which preceded breaks in employment of twelve (12) months or more.

65.6 All service recognised by the University for the purposes of long service leave at the effective date of this Agreement shall continue to be recognised service for the purposes of determining entitlements for long service leave purposes.

**Time of Taking Long Service Leave**

65.7 An employee may take long service leave at a time of their choosing if they provide:
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(a) 6 months' notice in the case of professional staff at level HEO 7 and below; or
(b) 12 months' notice in the case of professional staff at HEO 8 and above and academic staff.

65.8 If less than this notice is provided, long service leave may be taken at time agreed between the supervisor and employee provided that where a supervisor and employee are unable to agree on a suitable time that takes into account the needs of the University and the employee, the matter shall be referred to the Executive Director (Human Resources) for determination. In determining the matter, the Executive Director (Human Resources) shall provide the employee the opportunity to present their case in writing.

65.9 The minimum amount of long service leave that may be taken is one week, unless otherwise agreed by the Supervisor. Where an employee wishes to take long service leave at half pay, the employee must take a minimum amount of two weeks' leave (equivalent to one week at full pay). Where an employee wishes to take long service leave at double pay, the employee must take a minimum amount of one weeks' leave (equivalent to two weeks at normal pay).

Reduction of Excess Long Service Leave Credits

65.10 Where an employee has accumulated entitlements to long service leave in excess of 4.5 months, the Vice-Chancellor may give the employee written notice to take up to three (3) months of such leave, at a time convenient to the needs of the University, provided that:

(a) the Vice-Chancellor shall give the employee written notice of at least six (6) months of the date on which leave must commence;
(b) in the first instance a bona fide effort will be made to reach an agreement with the employee as to mutually suitable dates for the taking of that leave;
(c) where an employee has entered into a pre-retirement contract, or if the employee enters into a pre-retirement contract after receiving the notice from the Vice-Chancellor, the employee shall not be required to take long service leave;
(d) the minimum period of leave that an employee shall be directed to take in accord with this sub-clause shall be one week on full pay or two weeks on half pay;
(e) in any case where an employee has taken long-service leave pursuant to this sub-clause, the University shall not require the employee to take a further period of leave for two years after the end of that period of leave.

65.11 Employees who have leave balances in excess of the limits specified in sub-clause 65.10 above may elect to convert all or part of the period in excess of 13 weeks to half the leave on double the pay.

65.12 Determinations made by the Vice-Chancellor pursuant to this Clause will be final.
Payment of Long Service Leave upon termination

65.13 An employee, or where applicable, his or her legal representative, shall be entitled to payment of long service leave accrued but not taken as at the date of termination of service where:

(a) after four (4) years' service at the University, including any service recognised pursuant to Clause 69 (Leave and Unpaid Breaks to Count as Service), the employee retires on the grounds of ill health, retirement, or dies;
(b) the employment of the employee at the University terminates after seven (7) years including any service recognised pursuant to Clause 69 (Leave and Unpaid Breaks to Count as Service);
(c) the employment of the employee at the University terminates pursuant to Clause 76 (Redundancy Procedures) or 17 (Research Continuing Staff) severance.

Casual Long Service Leave

65.14 In accordance with the requirements of the FW Act, any service as a casual staff member which meets the requirements of the Long Service Leave Act 1992 (Vic) will count as service for long service leave purposes from the commencement date of this Agreement. Unless it has already been recognised by the University, service as a casual prior to 18 December 2009 does not count as service for calculating long service leave entitlements (if any).

65.15 Subject to sub-clause 65.14 a casual employee who has had continuous employment with La Trobe University of 10 years or more service shall be entitled to long service leave, calculated on their average service fraction, over the full 10 years of continuous service. Prior employment with other employers does not count towards any long-service leave entitlement.

65.16 A casual staff member whose employment terminates after seven (7) years recognised continuous service will be entitled to payment on a pro rata basis of long service leave accrued but not taken as at the date of termination of service.

65.17 For long service leave purposes casual employment with the University is regarded as continuous if:

(a) there is no more than an absence of three months between each instance of employment in the period; or
(b) there is more than an absence of three months between two particular instances of employment but the length of the absence is due to the terms of the engagement of the employee by the University.

66. PARENTAL LEAVE

Maternity Leave

66.1 Maternity leave may commence no earlier than 6 weeks prior to the expected date of delivery, unless medical evidence recommends otherwise, or if the actual date of confinement occurs earlier, then it shall commence on the date of confinement.
66.2 Employees will be provided with maternity leave as set out below:

(a) For periods of employment of less than 12 months leave will be available on the basis of 2 weeks paid leave for each completed month of service.

(b) For periods of employment of 12 months but less than 24 months paid leave will be available on the basis of 26 weeks paid leave.

(c) For periods of employment of 24 months or greater paid leave will be available on the basis of 36 weeks paid leave.

(d) The entitlements set out in (a), (b) and (c) of this sub-clause above shall be increased by an amount of unpaid leave so as to bring the total aggregate of leave to a balance of 52 weeks.

(e) The entitlements set out in this sub-clause must be taken in one continuous block of leave unless other arrangements are expressly approved in writing by the University.

(f) The entitlements set out in this sub-clause are available to the birth-mother for the purpose of pregnancy, childbirth and being primary care-giver of the child.

66.3 The Vice-Chancellor or nominee with delegated authority may direct an employee to commence maternity leave at any time within six weeks before the expected date of birth, provided that:

(a) written notice of at least fourteen working days of such direction shall be given to the employee; and

(b) the employee shall be entitled to remain on duty upon the submission of a certificate from a registered medical practitioner stating that she is fit to work.

66.4 The paid benefits outlined in this Clause will apply on a pro rata basis for fractional employment arrangements. Normal incremental advancement within salary classifications shall continue during the initial period of maternity leave taken under this Clause up to 52 weeks. Any further periods of parental leave will not count as service for the purposes of incremental advancement.

66.5 An employee on a fixed-term contract whose contract expires during a period of paid maternity leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.

66.6 Where an employee who is entitled to maternity/adoption leave pursuant to this Clause seeks to share this leave with her partner, the entitlement to a period of up to 52 weeks maternity leave shall be reduced by any period of partner leave taken by the employee's partner in relation to the same child. Where the employee's partner is also employed by the University, the shared maternity leave and partner leave shall not be taken concurrently except for the paid period of partner leave.

66.7 An employee who contracts an illness resulting from pregnancy or childbirth may access personal leave benefits during the unpaid portion of the maternity leave.
Unplanned Cessation of Maternity Leave

66.8 An employee whose pregnancy, having proceeded for a period of not less than twenty weeks, terminates by miscarriage or from the birth of a still-born child, shall be entitled to paid leave of up to 14 weeks provided or a pro rata amount where service is less than 12 months. Where an employee has already commenced such leave she will receive the balance of the period outstanding.

66.9 The employee will also be entitled to an unpaid period of maternity leave such as will bring the aggregate leave to a continuous period not exceeding six calendar months and to such longer period as may be certified by a medical practitioner up to a maximum of twelve calendar months.

66.10 Subject to the provisions of this Clause, leave applied for but not commenced shall be cancelled where the pregnancy of an employee or an employee's partner terminates other than by the birth of a living child.

Adoption Leave

66.11 Adoption leave may commence on the date of placement of the adopted child.

66.12 Employees will be provided with adoption leave as set out below:

(a) For periods of employment of less than 12 months leave will be available on the basis of 2 weeks paid leave for each completed month of service.

(b) For periods of employment of 12 months but less than 24 months paid leave will be available on the basis of 26 weeks paid leave.

(c) For periods of employment of 24 months or greater paid leave will be available on the basis of 36 weeks paid leave.

(d) The entitlements set out in (a), (b) and (c) of this sub-clause above shall be increased by an amount of unpaid leave so as to bring the total aggregate of leave to a balance of 52 weeks.

(e) The entitlements set out in this sub-clause must be taken in one continuous block of leave unless other arrangements are expressly approved in writing by the University.

(f) The entitlements set out in this sub-clause are only available to the employee whilst he or she is the primary care-giver of the adopted child.

66.13 The paid benefits outlined in this Clause will apply on a pro rata basis for fractional employment arrangements. Normal incremental advancement within salary classifications shall continue during the initial period of adoption leave taken under this Clause up to 52 weeks. Any further periods of parental leave will not count as service for the purposes of incremental advancement.

66.14 An employee on a fixed-term contract whose contract expires during a period of paid adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
66.15 Where an employee who is entitled to adoption leave pursuant to this Clause seeks to share this leave with his or her partner, the entitlement to a period of up to 52 weeks adoption leave shall be reduced by any period of partner leave taken by the employee's partner in relation to the same child. Where the employee's partner is also employed by the University, the shared adoption leave and partner leave shall not be taken concurrently except for the paid period of partner leave.

Casual Employee Maternity and Adoption Leave

66.16 A casual employee who has been employed regularly and systematically for at least 12 months by the University prior to commencing maternity/adoption leave will be entitled to 52 weeks unpaid maternity/adoption leave for the purpose of pregnancy, childbirth or being the primary caregiver of the child.

Partner Leave

66.17 Partner leave may commence no earlier than one week prior to the expected date of delivery of the child, or if the actual date of confinement occurs earlier, then it may commence on the date of confinement.

66.18 For the purpose of this sub-clause, partner shall include a spouse, *de facto* spouse, or same sex partner of the person who has accepted responsibility for the ongoing care of a child.

66.19 An employee other than a casual employee, will be entitled to paid partner leave of 105 hours (*pro rata* for part-time) to be taken at any time throughout the first fourteen weeks following the birth or adoption of the child.

66.20 The entitlement set out in sub-clause 66.19 of this clause above shall be increased by an amount of unpaid leave so as to bring the total aggregate of leave to a balance of 52 weeks in order for the partner to be the primary caregiver of a child provided that such leave shall not extend beyond the child's first birthday, or in the case of adoption, the first anniversary of the date of adoption. This entitlement shall be reduced by any period of maternity or adoption leave taken by the employee's partner in relation to the same child, and shall not be taken concurrently with that leave.

66.21 An employee who wishes to share unpaid parental leave with their partner must produce, in relation to any period to be taken, a statutory declaration stating that he/she will take partner leave to become the primary care-giver of a child; and details of any period of maternity leave sought or taken by their partner. Paid Personal Leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during an absence on partner leave.

66.22 Provided the maximum period of partner leave does not exceed the period to which the employee is entitled:

(a) the period of partner leave provided by sub-clause 66.20 may be lengthened once only by the employee giving not less than fourteen days' notice in writing stating the period by which the leave is to be lengthened; and
(b) the period may be further lengthened by agreement between the University and the employee.

66.23 The period of partner leave taken under sub-clause 66.20 may, with the consent of the University, be shortened by giving not less than fourteen days' notice in writing stating the period by which the leave is to be shortened.

Paymant of Leave Entitlements

66.24 At the request of the staff member, paid maternity or adoption leave entitlements may be taken over the total period of maternity or adoption leave in any combination of:

(a) Full pay (for part-time staff, this will be at the proportionate fractional rate of pay);
(b) A proportion of full pay (leave accruals and superannuation contributions during leave at a proportion of full pay will be on a pro rata basis).

Further Unpaid Parental Leave

66.25 In addition to and following on from any period of maternity, adoption or partner leave the employee, including casual employees, may request that the University agree to further unpaid parental leave for the employee for a period of up to 12 months.

66.26 The request must be in writing, and must be given to the University at least 4 weeks before the end of the available parental leave period.

66.27 The University must give the employee a written response to the request stating whether the University grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

66.28 The University may refuse the request only on reasonable business grounds.

66.29 If the University refuses the request, the written response under sub-clause 66.26 must include details of the reasons for the refusal.

Use of Other Leave

66.30 Staff members may elect to cover any unpaid maternity, adoption, partner or further parental leave by taking recreation leave and/or long service leave during this period. If such other leave is to be taken, the normal notice and approval requirements apply.

Reducing Period of Leave

66.31 If the University agrees, an employee whose period of parental leave has started may reduce the period of parental leave he or she takes. The employee is required to request a reduction in their parental leave period in writing, at least 4 weeks prior to the date they wish to return to work. The University may refuse the request on reasonable business grounds, which may include the consideration of backfill arrangements that the University has in place to cover the employee's original period of absence.
Return to Work

66.32 Staff members returning to work from parental leave shall not be subject to career disadvantage. To this end while a staff member is on parental leave, she or he will be informed in a timely manner of organisational change relevant to their employment and shall be entitled to:

(a) access professional development opportunities, activities and functions; and
(b) make application and be considered for promotion, internal jobs or secondment opportunities.

66.33 A staff member returning to work from parental leave shall be entitled to return to the position and fraction of employment held immediately before taking leave, provided that a staff member returning to work after working a reduced time fraction because of pregnancy shall be entitled to return to the position and time fraction held immediately prior to working part-time.

66.34 A staff member on parental leave will be consulted in accordance with the procedures in this Agreement if significant change to the position she or he held before commencing parental leave is proposed.

66.35 If the position held before commencing parental leave no longer exists, the University shall employ the staff member in a suitable vacant position commensurate with the classification and duties for which s/he is qualified, provided that position is at the substantive classification level held prior to commencement of parental leave. If a suitable vacant position does not exist the staff member will have access to the processes set out in Clause 76 (Redundancy) as at their scheduled date of return to work.

Breastfeeding

66.36 The University will support breastfeeding employees through the:

(a) further development of a work and breastfeeding policy statement in consultation with the NTEU to promote the University’s policy and workplace provisions to employees and managers;
(b) extension of provisions and facilities, including on regional campuses which will make it easier for women to combine work and breastfeeding; and
(c) continued accreditation of its breastfeeding policy.

67. JOURNEY TO WORK INSURANCE

The University will maintain the journey to work insurance arrangements.

68. WORKERS’ COMPENSATION LEAVE

68.1 An employee who suffers injury causing partial or total incapacity for work, and who receives compensation in respect of such incapacity pursuant to the Workers’ Compensation Act 1958 (Vic) and the Accident Compensation Act 1985 (Vic) or either of them, shall be granted leave and shall be paid make-up pay by the University in accordance with sub-clause 68.2 below.
68.2 Leave and make up pay shall not exceed a continuous period of fifty-two (52) weeks or an aggregate period of fifty-two (52) weeks in respect of any one injury. The amount of make-up pay shall be the difference between the amount of weekly compensation received by the employee and the pre-injury average weekly earnings of the employee. An employee who receives workers' compensation leave will have any Personal Leave credits that were used during the period of the injury re-credited.

68.3 An employee who recovers damages in respect of the injury for which he/she has received make-up pay, shall repay this make-up pay to the University, provided that the damages so recovered include payment for loss of income.

69. LEAVE AND UNPAID BREAKS TO COUNT AS SERVICE

69.1 Without detracting from what may be specified elsewhere in this Agreement the following shall count as service to determine the entitlement of an employee to leave:

(a) any period of paid leave, with long service leave taken on half pay counting as normal service;
(b) any continuous period of Personal Leave without pay not exceeding twenty (20) working days;
(c) any period of Personal Leave without pay not exceeding, in the aggregate, twenty (20) working days in any year of service;
(d) any period of paid parental leave;
(e) any period of leave without pay for the purpose of contesting elections to Federal or State Parliament.

Provided that:

(f) For the purpose of this Agreement and for the purpose of determining which provisions under any relevant awards apply to fixed-term employees, breaks between fixed-term appointments of up to two times per year and of up to twelve weeks shall not constitute breaks in continuous service, unless the employee has received a severance payment under clause 16.3(c) in which case a break in continuous service will occur.

(g) Continuity of service will not be broken should an employee give birth to a child:
   (i) during a period of fixed-term employment with the University, providing that the employee resumes employment with the University within 2 years following the date of birth.
   (ii) not more than 12 weeks after cessation of employment with the University, providing that the employee resumes employment with the University within 2 years following cessation.

69.2 Except as provided in sub-clause 69.1 above, periods of approved unpaid leave shall not count for service, but shall not constitute breaks in service.

69.3 Except as provided for in Clause 65 (Long Service Leave) and Clause 66 (Parental Leave) service as a casual employee does not count as service for any leave accrual purposes if the employee is subsequently appointed on a full-time or fractional time basis.
70. **LEAVE PAYMENT IN ADVANCE**

70.1 With 4 weeks' notice, a staff member will be entitled to payment in advance for periods of paid long service leave, recreation leave or Outside Studies Program leave in excess of ten days up to a maximum of 12 weeks.

**PART G CONSULTATION AND CHANGE**

71. **DISPUTE SETTLING PROCEDURES**

71.1 For the purposes of this Clause, the term "parties to the dispute" shall mean and include the University and any person(s) or organisation(s) who have notified the University of the existence of the dispute.

71.2 The following process may apply in respect of disputes raised by a Union, an employee or the University in respect to matters arising under this Agreement or disputes relating to the National Employment Standards (other than a dispute about whether the University had reasonable business grounds under subsection 65(5) or 76(4) of the FW Act).

71.3 An employee may be represented in these procedures by a Union or by another Representative.

71.4 These procedures may be activated by a person or organisation covered by this Agreement notifying the University, or by the University notifying the Unions covered by this Agreement and any affected employees, in writing, that a dispute exists under this Clause 71 (Dispute Settling Procedures).

(a) In the case of a dispute notified by a person or organisation other than the University, in the first instance the relevant person or organisation and the Executive Director (Human Resources) and/or nominee(s) shall discuss the dispute and attempt to reach agreement within ten (10) working days.

(b) In the case of a dispute notified by the University, in the first instance the Executive Director (Human Resources) and/or nominee(s) shall discuss the dispute with the relevant Union(s) and any affected employees and attempt to reach agreement within ten (10) working days.

During this stage the Executive Director (Human Resources) and the relevant party to the dispute may agree to seek the assistance of an appropriate qualified and experienced person or body to mediate the dispute. If the mediation is successful the resolution shall be recorded in writing and signed by the parties to the dispute.

71.5 While these processes in sub-clause 71.4 are taking place existing working arrangements shall continue. In order to allow for the resolution of disputes no industrial action shall be taken by staff or their representatives or management and no party to the dispute shall take any action likely to exacerbate the dispute while the processes are being followed.

71.6 Until the procedures outlined in sub-clause 71.4 have been exhausted, the subject matter of the dispute shall not be taken to FWC.
71.7 In the event that the dispute remains unresolved any party to the dispute may submit it to FWC for settlement through conciliation and/or arbitration. The decision of FWC shall be binding and implemented by the parties to the dispute.

71.8 In circumstances where FWC determines that it does not have jurisdiction to arbitrate on a matter in this Agreement, the relevant parties to this Agreement who have notified the dispute pursuant to this Clause may agree to allow FWC to conciliate the dispute and be bound by any recommendation made by FWC to resolve the dispute.

72. GRIEVANCE PROCEDURES

Principles

72.1 In the first instance, staff are encouraged to resolve work-related problems or issues through informal means and at the local work area prior to following this formal grievance procedure. An employee’s supervisor or a staff member from Human Resources may recommend and support the employee in informal means to resolve a matter prior to lodgement of a formal grievance under this clause. Informal measures to resolve a workplace issue may include further or assisted/facilitated discussions to occur between an employee who has the concerns and the other party or parties.

72.2 These procedures are aimed at resolving grievances of an individual nature or grievances relating to groups of staff. Grievances lodged by a group will normally include the names of all parties to the grievance, to enable the University to manage the grievance and respond effectively to individuals involved. Individuals may be asked to provide the University with further information in relation to their concerns and the outcome they are seeking so that the nature of their claims are understood and can be assessed and addressed appropriately.

72.3 In this clause:

(a) Grievance is defined as a work-related problem or condition which a staff member believes to be unfair, inequitable, discriminatory and/or creates an unsafe work environment and which is formalised in writing for the purpose of these procedures. Bullying allegations may be dealt with as a grievance under these procedures provided they are not being separately progressed under other procedures of the University.

(b) Bullying is defined for the purposes of this Clause, by the Victorian Work Cover Authority as behaviour that intimidates, humiliates and/or undermines a person or group. Bullying is not a one-off situation; it is behaviour that is repeated over time.

72.4 The University commits to the following Key Principles (adapted from WorkSafe Victoria guidelines) when handling grievances:

(a) Treat all matters seriously;
(b) Act promptly;
(c) Prevent victimisation of a person who makes a grievance or complaint;
(d) Support both parties to the matter;
(e) Maintain neutrality;
(f) Provide appropriate communication of process;
(g) Maintain confidentiality;
(h) Maintain appropriate documentation; and
(i) Accord natural justice.

72.5 These procedures do not take away the right of an employee or a party to seek resolution of a matter under Clause 71 (Dispute Settling Procedures) or before an external tribunal or court. These procedures cannot be activated if a matter has been raised under Clause 71 (Dispute Settling Procedures) or is before a Court or Tribunal.

72.6 The Executive Director (Human Resources) may dismiss a grievance if the matter is vexatious or frivolous or if the matter has already been resolved or a decision is pending under other Tribunals, Courts or administrative procedures external to the University.

Grievance Handling Procedures

72.7 Staff may be assisted by a Representative at any stage in the grievance process, including the lodgement of a formal grievance.

72.8 Where a concern or issue is not resolved at the local work area through informal discussions or is not appropriate to be managed at this level due to its complex or serious nature, the grievance will be formally lodged in writing to the relevant supervisor for action. The grievance will outline the nature of the employee’s concerns and the outcome sought by the employee. Where the grievance involves the supervisor, or there is a perceived conflict of interest, the grievance should be lodged with the supervisor’s supervisor or with Human Resources.

72.9 Supervisors and staff may seek advice and assistance from a staff member from Human Resources at any stage of the grievance process.

72.10 The grievance will be acknowledged in writing as soon as practicable and no later than 5 working days from receipt of the formal notification. The supervisor may provide Human Resources with a copy of all relevant information and may consult with them about managing the grievance.

72.11 The supervisor or a staff member from Human Resources will initially meet with the employee/s to obtain detailed information about the grievance, explain how the grievance policy works and identify through discussion the main issues to be resolved or investigated. Wherever possible the complainant will guide the course of action.

72.12 The supervisor or a staff member from Human Resources will then determine the best course of action, which may include the following: relevant information gathering, arranging for conciliation or mutually agreed mediation, or arranging for a formal investigation of the matter in consultation with Human Resources.

72.13 The grievance handling processes and expected timelines for grievance resolution, the need for confidentiality and their protection from victimisation
will be explained to the employee. They will be told that should the grievance progress to a formal investigation of other employee/s the relevant details of the grievance will be provided to these party/s to ensure that there is natural justice.

72.14 If the grievance is resolved the resolution of the grievance will be confirmed in writing to the employee and others party to the grievance. If there are any actions arising from this resolution which have an impact on another employee or employees, these will be explained to them whilst being mindful to ensure the confidentiality of the direct parties.

72.15 If the grievance cannot be resolved by the Supervisor or staff member from Human Resources, or there has been a delay in resolving the grievance beyond 30 days, or the supervisor or staff member from Human Resources believes that misconduct or serious misconduct has taken place, the matter will be referred to the Executive Director (Human Resources), with information about the resolution steps that have been taken to date.

72.16 The Executive Director (Human Resources) will consider all relevant information, and may request that additional information is obtained and documented, initiate further investigation or where necessary refer the matter through Clause 77 (Disciplinary Procedures). The Executive Director (Human Resources) will issue a written report of the final outcome to the person who raised the grievance and others party to the grievance, including any further steps that may be required to resolve the grievance and any steps that are required to prevent a recurrence of the circumstances that gave rise to the grievance.

Revision of Policy and Procedures

72.17 If the University seeks to change the Workplace Bullying and Occupational Violence Policy and the Occupational Health and Safety issue resolution policy and procedures, the University will consult with the NTEU on the proposed changes.

72.18 The University will actively promote alternative dispute resolution options. Within six months of the effective date of this Agreement the University will develop in consultation with the NTEU, grievance handling guidelines, including a recommended pro forma template for submission of formal grievances.

73. MANAGING CHANGE

73.1 The Representatives of an employee or employees may be involved at any stage during consultation on change.

73.2 The University will advise the affected employees and the relevant Union(s) in writing as soon as practicable and consult in accordance with this clause, where it proposes major change that may have a significant impact upon employees.

73.3 Significant impact includes:

(a) major changes to the composition, operation or size of the University’s workforce, or the skills required
(b) a decision to outsource any functions;
(c) the elimination or diminution of job opportunities, promotion opportunities or tenure;
(d) the need for retraining or transfer of employees to other work locations; and
(e) the restructuring of organisational units.

**Consultation on Change Proposals**

73.4 The University will notify affected employees and the relevant Union(s) and give prompt consideration to matters raised by the employees and their Union. Notification and consultation will commence with a Change Proposal, which the University will make available to employees and the relevant Union(s) that will include:

(a) the rationale for the proposed change;
(b) the details of the proposed change;
(c) who may be affected by the proposed change;
(d) the likely impact the proposed change will have on the positions of the affected employees;
(e) organisational charts detailing the proposed change;
(f) the likely impact upon workloads in the area;
(g) the draft implementation timetable including a date to ratify any decision to change; and
(h) other relevant information, which may include financial information, provided that the University will not be required to disclose commercial in confidence information.

73.5 Before a final decision is made the University will consult with employees likely to be affected by the change and the relevant Union(s) concerning the proposed changes detailed in the Change Proposal, including by meeting with employees who may be represented at these meetings by their Union(s). The University will allow a reasonable time for consultations and shall give consideration to matters raised with a view to reviewing the intention to change and identifying means to mitigate any adverse impact associated with the proposed changes.

**Consultation on Implementation of Change**

73.6 As early as practicable after reaching a final decision to make changes, relevant employees and the Union(s) will be informed and will be advised how feedback on the Change Proposal was taken into consideration.

73.7 To the extent that the final decision is materially different to the original proposal included in the Change Proposal, and the differences have adverse effects on staff, the University shall consult with affected staff and relevant Union(s) about the differences including measures to identify and mitigate any adverse effects. The University shall give prompt consideration to, and feedback on, matters raised in such consultations.

**Preference for Redeployment to full new Vacant Positions resulting from Organisational Change**

73.8 Vacant positions arising through organisational change will, where possible, be filled by redeployment of existing staff whose positions become redundant.
73.9 For the avoidance of doubt, the redeployment process does not preclude reasonable interview or assessment to determine whether the position is a suitable vacant position or competitive merit based selection where there are multiple staff seeking redeployment.

74. JOB SECURITY

74.1 The University is committed to job security. Wherever possible redundancies are to be avoided and compulsory retrenchment used as a last resort. The University reserves the right to use the agreed redundancy procedures and provisions set out in this Agreement when all reasonable attempts to mitigate against such action and to avoid job loss have been unsuccessful.

PART H TERMINATION AND DISCIPLINE

75. TERMINATION & NOTICE

75.1 All actions and decisions to discipline or terminate the employment of a staff member must be in accordance with this Agreement. Except as specifically provided herein to the contrary, the terms of this Agreement shall cover exhaustively the subject matter concerned.

75.2 Nothing in this Agreement shall be construed as excluding the jurisdiction of any external court or tribunal which is competent to deal with the matter under State or Commonwealth Law.

75.3 An academic staff member may resign at any time by giving three months' notice, or such notice as defined in their letter of appointment, or a time mutually agreed between the staff member and the Head of School.

75.4 A Professional staff member may resign at any time by giving two weeks' notice or such notice as defined in their letter of appointment, or at a time mutually agreed between the staff member and the Head of School/Divisional Manager.

75.5 All staff shall have the opportunity to receive general advice on superannuation benefits and pre-retirement financial counselling before reaching retirement age, which for staff members with superannuation through UniSuper, will be via UniSuper. Those staff over the age of 55 years will be provided with up to two days per year to attend personal interviews on financial planning.

76. REDUNDANCY PROCEDURES

76.1 This Clause shall:

(a) apply to academic and professional employees in continuing positions who are covered by this Agreement;
(b) not apply to casual employees, employees employed on fixed-term contracts, Research Continuing employees or employees employed pursuant to Clause 37 (Senior Staff Performance Based Contract) of this Agreement;
(c) not detract from the obligations of the University to consult pursuant to Clause 73 (Managing Change) of this Agreement; and
(d) allow employees to be assisted by a Representative at every stage during the procedures set out in this Clause.

76.2 The University will actively seek to redeploy any employee who may be notified of potential redundancy to a suitable vacant position.

**Grounds for Redundancy**

76.3 Where the University has decided to terminate the employment of one or more employee(s) for reasons of an economic, technological, structural or similar nature, including:

(a) a decrease in student load in any course or subject on any campus;
(b) a decision to cease offering or to change the academic content of any course, subject or unit, or to cease support of a research area on any campus;
(c) financial exigency in an organisational unit or cost centre;
(d) where the position is no longer required as a result of changed work methods, reorganisation, financial exigency, or the application of technology; and/or
(e) where the duties of the position are changed to such an extent that the incumbent is no longer competent to perform those duties,

the University will formally notify the affected employee(s), and their Representatives, in writing that their employment will terminate, the reason(s) for the termination, and the proposed date of cessation of employment.

Where the University is required to provide a notification pursuant to s.530 of the FW Act, a copy will also be provided to the relevant Unions together with a copy of the template letter sent to affected staff.

**Notice Period/Severance Benefit**

76.4 The relevant notice period for an employee who has received notification pursuant to sub-clause 76.3 above will be determined by a combination of two scales, based on age and length of service.

**AGE BASED SCALE:**

<table>
<thead>
<tr>
<th>Age</th>
<th>Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>44 or over</td>
<td>22 weeks</td>
</tr>
<tr>
<td>40-44</td>
<td>20 weeks</td>
</tr>
<tr>
<td>39 or under</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>

(a) The balance of the notice period is determined by adding three (3) weeks notice for each completed year of continuous service, provided that the maximum period of notice will be seventy-four (74) weeks.
(b) For the avoidance of doubt, the proposed date of cessation of employment notified may be within this period and an intention stated to pay the remainder of the period as part of the redundancy benefits.
(c) An employee may apply to work out all or part of the relevant period of notice. If there are suitable duties for the employee to undertake,
which will result in sufficient work being available to occupy the time fraction on which the employee is employed, the University will use its best efforts to allow this to occur. This may be either work the employee has been engaged in previously or work designed to retain the employee. If the University has no suitable duties for the employee to do, the employee will receive a genuine redundancy payment equivalent to the unexpired period of the notice.

Redeployment

76.5 When the University has formally notified an employee of a proposed date for redundancy, there will be an 8 week redeployment period from the date of receipt of the written notice.

76.6 By the expiration of ten (10) working days from the commencement of the redeployment period, the employee must advise in writing to the Executive Director (Human Resources), whether they wish to:

(a) apply for early separation and include the balance of the redeployment period in his or her redundancy benefits; or
(b) seek redeployment within the University.

76.7 Where the University seeks to redeploy an employee, or the employee who may be facing potential redundancy seeks redeployment, the University shall (taking into account the relevant skills, experience and work preferences of the employee):

(a) examine options for retraining;
(b) examine measures that could be taken to avoid termination;
(c) arrange counselling (which may also include assistance such as financial advice, outplacement services and resume preparation) for the employee as required and allow reasonable time off work to attend interviews;
(d) monitor all vacancies within the University;
(e) offer the employee redeployment to a suitable vacant position where such a position exists;
(f) at the request of the employee, or his or her Representative, consult with the employee regarding (a) to (e) above.

76.8 Suitable vacant position means a position at the same classification level and same or equivalent time fraction of the employee and for which the employee has the skills and qualifications to undertake. A reasonable amount of time may be taken into account, if an employee needs to update skills and experience to undertake the duties of the position, but this will not normally be greater than six (6) months.

76.9 At the employee's initiation and request, the University may agree to redeploy the employee to a position at a different classification level and/or different campus. In such cases, if the employee does not agree to proceed with the redeployment, it will not be considered as a rejection of a reasonable offer of redeployment.

76.10 If redeployment is, by agreement, to a lower classified position then a staff member who is redeployed pursuant to this Clause shall have salary, and
where possible entitlements accrued under this Agreement, maintained for the following periods:

(a) employees who have been in the classification prior to redeployment for less than 12 months: 6 months salary maintenance;
(b) employees who have been in the classification prior to redeployment for 12 months or greater: 12 months salary maintenance.

76.11 Redeployment pursuant to this Clause to a lower classification level shall be to the highest incremental point within that classification level.

76.12 Other than as stated in this Clause, this Clause does not restrict the right of the University to transfer an employee to another position at their same classification level at the campus at which the employee is based.

Application for Early Separation Severance Benefit

76.13 Where an employee who has been given notice pursuant to sub-clause 76.3 has applied for early separation, the University shall not unreasonably refuse such an application and where accepted by the University, the employee will be entitled to include the balance of the redeployment period in his or her redundancy benefits, in which case the employee will receive upon termination:

(a) the unexpired portion of the eight (8) week redeployment period (if any) as part of the genuine redundancy payment; and
(b) the notice period prescribed in sub-clause 76.4 as part of the genuine redundancy payment; and
(c) payment of pro rata Long Service Leave pursuant to Clause 65 (Long Service Leave).

Failure of Redeployment and Review (if applicable)

76.14 Where review or redeployment actions subsequently fail, the employee will, at the completion of the eight (8) week redeployment period, (or ten (10) weeks if the Vice-Chancellor elects to extend the time frame for redeployment pursuant to sub-clause 76.25), either –

(a) where it has been agreed that the employee will work out his or her notice period, commence working out his or her period of notice; or
(b) have his or her employment terminated. The employee will receive upon termination:
   (i) a genuine redundancy payment equivalent to the balance of the notice period prescribed in sub-clause 76.4; and
   (ii) payment of pro rata long service leave pursuant to Clause 65 (Long Service Leave).

Termination for Rejection of a Reasonable Offer of Redeployment

76.15 Where an employee rejects a reasonable offer of redeployment (other than in the circumstances prescribed in sub-clause 76.16 below), and the University terminates the employee’s employment, the employee shall receive the following severance benefit:
<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Retrenchment pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the completion of 2 years</td>
<td>4 weeks' pay</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>6 weeks' pay</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>8 weeks' pay</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>10 weeks' pay</td>
</tr>
<tr>
<td>6 years and less than 7 years</td>
<td>11 weeks' pay</td>
</tr>
<tr>
<td>7 years and less than 8 years</td>
<td>13 weeks' pay</td>
</tr>
<tr>
<td>8 years and less than 9 years</td>
<td>14 weeks' pay</td>
</tr>
<tr>
<td>9 years and less than 10 years</td>
<td>16 weeks' pay</td>
</tr>
<tr>
<td>At least 10 years</td>
<td>12 weeks</td>
</tr>
</tbody>
</table>

76.16 Employees may however decline an offer of redeployment where the offer involves a geographical relocation from a regional campus to a metropolitan campus or from a metropolitan campus to a regional campus or between regional campuses of La Trobe University, where such a relocation would be unreasonable.

**Calculation of Payments**

76.17 All payments under this Clause shall be calculated on the employee's substantive salary (including paid allowances and loadings) at the date of cessation of employment. The substantive salary is the salary (including paid allowances and loadings) for the employee's continuing position at the University and does not include salary or allowances awarded for the temporary or fixed-term performance of additional responsibilities including, but not limited to, higher duties, coordination responsibilities, secondments or other positions of responsibility of less than 3 years.

76.18 Where at the time of receiving notice pursuant to sub-clause 76.3, an employee is working on a temporary reduced time fraction (up to a maximum of two years) by reason of return to work after parental leave, illness or injury, all payments under this clause shall be calculated on the basis of their normal time-fraction of employment worked prior to the parental leave, illness or injury (including paid allowances and loadings).

**Redundancy Review**

76.19 Upon receiving such an application, the Vice-Chancellor will immediately refer it to an independent reviewer (Reviewer) appointed by the Vice-Chancellor from the pool of agreed Chairpersons referred to and selected in accordance with Clause 78.

76.20 The Reviewer must determine whether the University acted fairly, properly and in accordance with the rules of natural justice in making the decision to terminate, including whether the decision was in any way discriminatory.

76.21 The Reviewer must make his/her determination within no more than three (3) weeks after the referral unless it makes application to the Vice-Chancellor for an extension of time, putting forward the grounds for the extension, and outlining the time frame in which the Reviewer will reach a conclusion.

76.22 The Reviewer shall provide the employee and the relevant manager with adequate opportunity to put forward a verbal or written submission relating to
the process in question and will conduct the investigation in an expeditious and informal manner.

76.23 Should the Reviewer determine that the University did not act according to the principles outlined in sub-clause 76.20 above, the matter shall be referred back to the Vice-Chancellor for a determination as to the appropriate further course of action. In making a determination, the Vice-Chancellor must take into account the findings of the Reviewer.

76.24 The Reviewer shall, after making a determination, make recommendations to the Vice-Chancellor, who must take into account the findings of the Reviewer and make a final decision.

76.25 Should the Reviewer determine that the process was complied with by the University, the Vice-Chancellor may then choose to extend the time frame for possible redeployment of the employee by two (2) weeks, if the employee wishes to be redeployed.

76.26 This Clause 76 applies to an employee who is formally notified of redundancy after the commencement of this Agreement. If an employee has been formally notified of redundancy and is serving a notice period under the 2009 CA, the provisions of the 2009 CA will continue to apply.

77. DISCIPLINARY PROCEDURES

77.1 The disciplinary procedures relating to employees comprise two streams:

(a) there are procedures to be followed to address disciplinary problems associated with unsatisfactory performance, which are set out in sub-clauses 77.13 to 77.30 and sub-clause 77.47 to 77.51; and

(b) there are procedures to be followed to address disciplinary problems associated with misconduct or serious misconduct, which are set out in sub-clause 77.31 to 77.51.

77.2 These procedures do not apply to action in relation to unsatisfactory performance or misconduct/serious misconduct during a probation period or to termination of employment under the probation procedures.

77.3 Staff may be assisted by a Representative at any stage throughout these procedures.

77.4 Disciplinary action may only be taken in accordance with this Clause and only by the Vice-Chancellor or, in the case of Professional staff members, the Executive Director (Human Resources). Where there is a reference to the Vice-Chancellor in this Clause the reference shall for the purpose of this Clause be read as a reference to the Executive Director (Human Resources) in the case of disciplinary matters concerning professional employees. Nothing in this Clause shall prevent the use, as far as is necessary, of additional administrative actions with respect to misconduct or unsatisfactory performance.

77.5 Nothing in this Clause prevents the denial of an increment as set out in Clause 55 (Performance Development) of this Agreement.
77.6 Any supervisor who wishes to initiate disciplinary action pursuant to these procedures would ordinarily notify the Executive Director (Human Resources) in writing of the intention to initiate disciplinary procedures and the reasons for the need to take this action.

77.7 Prior to taking any action covered by Clause(s) dealing with unsatisfactory performance, misconduct, or serious misconduct the relevant supervisor is entitled to request guidance and support from the Human Resources Division with respect to the application of this Clause.

77.8 Provided that this sub-clause shall not operate to prevent a dispute being raised under Clause 71 (Dispute Settling Procedures), about whether the procedural requirements of the Clause have been or are being complied with.

77.9 For the purpose of interpreting this Clause,

(a) "Disciplinary action" means formal censure or counselling in conjunction with a written warning; withholding of an increment; demotion by one or more classifications or increments; transfer to another position with pay appropriate to that position; suspension with or without pay; and termination of employment.

(b) "Termination of employment" means termination of employment at the initiative of the University.

(c) "Serious misconduct" means:

(i) serious misbehaviour of a kind that constitutes a serious impediment to the employee, or the employee's colleagues, carrying out their duties (including but not limited to breaches of the University's Code of Conduct);

(ii) serious dereliction of the duties required of the employee in her or his position;

(iii) conviction by a court for an offence that constitutes a serious impediment of the kind referred to in (i) above;

(iv) theft or fraud; and/or

(v) persistent misconduct or wilful and repeated incidents of misconduct

(d) "Misconduct" means conduct that is not serious misconduct but is nevertheless unsatisfactory.

(e) "Unsatisfactory Performance" means a persistent and serious failure of a staff member to perform the work of the position or appointment at a level which would be reasonably required having regard to:

(i) the nature and purpose of the position;

(ii) its classification and duties; and

(iii) any representations made by the staff member at the time of selection for employment or promotion to their current level or position.

77.10 Unsatisfactory performance processes shall not proceed in circumstances where medical evidence is provided that demonstrates the alleged inadequacy of performance is primarily a consequence of ill health.

77.11 Subject to the Dispute Settling Procedures (Clause 71) all actions of the Vice-Chancellor under this clause shall be final except that nothing in this Clause shall be construed as excluding the jurisdiction of any external court or tribunal.
77.12 Procedural fairness and natural justice will apply and those involved in any disciplinary action have a duty to act without favouritism, bias or conflict of interest and must act fairly and impartially.

**Disciplinary Procedures for Unsatisfactory Performance**

77.13 A supervisor must make every effort to resolve instances of possible unsatisfactory performance through guidance, counselling and appropriate staff development, or appropriate work allocation before a report is made to the Vice-Chancellor. Disciplinary action for unsatisfactory performance should be used as a last resort.

**Action to be taken by Supervisor**

77.14 A supervisor who believes that performance is unsatisfactory shall first counsel the employee on:

(a) the nature of the improvement required;
(b) the time within which reasonable improvement is expected;
(c) the fact that counselling is pursuant to these procedures; and
(d) the possible consequences of continued unsatisfactory performance.

77.15 A record of the counsel will be kept and a copy supplied to the employee. If the supervisor believes it to be appropriate, he or she shall direct the employee to undertake a course of professional development or other appropriate programs or issue other appropriate directions designed to improve performance.

77.16 If matters raised under sub-clause 77.14 are satisfactorily resolved through counselling, the matter will be considered closed.

**Action to be taken by Executive Dean or Divisional Manager**

77.17 Where the supervisor believes that counselling has not produced the desired improvements in performance, the supervisor shall make a formal report to the Executive Dean or Divisional Manager that the performance of the employee is unsatisfactory. Such a report shall state clearly the aspects of performance seen as unsatisfactory and the record of the attempts to remedy the problem. The supervisor shall provide the employee with a copy of the report at the time it is submitted.

77.18 After receipt of the report from the supervisor, the Executive Dean or Divisional Manager or delegate and the Supervisor shall meet with the staff member and his or her Representative and further discuss the problem(s). The Executive Dean or Divisional Manager shall:

(a) outline the nature of the problem(s);
(b) what standards need to be achieved in order to correct the problem(s); and
(c) what measures are to be put in place to correct the problem(s).

77.19 These measures may include further development through participation in appropriate development programs, completion of identified pieces of work or other directions designed to assist in resolving the unsatisfactory
performance. The Executive Dean or Divisional Manager may set a further period of review during which the employee is to correct the problem(s).

77.20 Should, after the further period of review, the Executive Dean or Divisional Manager and Supervisor believe the desired improvements in performance have not eventuated, the former shall advise the employee of the intention to submit a formal report of unsatisfactory performance to the Vice-Chancellor. At the request of the staff member, the Executive Dean or Divisional Manager must consult with colleagues in the unit before making a formal report.

77.21 The report shall state clearly the aspects of performance seen as unsatisfactory and the record of attempts to remedy the problem, and may include any issues in mitigation of which he or she is aware. A copy of the report shall be given to the employee. The employee shall have 10 working days from the receipt of the report to submit a written response, including any issues in mitigation, to the Vice-Chancellor before the latter takes any action.

**Action to be taken by Vice-Chancellor**

77.22 The Vice-Chancellor shall satisfy herself or himself that:

(a) appropriate steps were taken to bring the unsatisfactory performance problem to the employee's attention;
(b) an adequate opportunity to respond was provided to the employee;
(c) any response was taken into account;
(d) the employee was given a reasonable opportunity to remedy the problem; and
(e) that, where requested under sub-clause 77.20, there has been appropriate consultation with the employee's colleagues by the Executive Dean or Divisional Manager.

77.23 The Vice-Chancellor may then decide:

(a) to take no further action;
(b) to refer the matter back to the Supervisor or to the Executive Dean or Divisional Manager to ensure that the preceding steps referred to in sub-clauses 77.14 to 77.21 are complied with in substance and in a manner appropriate to the circumstances; or
(c) to take disciplinary action as defined in 77.9(a).

77.24 The Vice-Chancellor shall advise the employee in writing of his or her decision, which shall take effect no earlier than 5 working days after the date of the advice. If within that period the Vice-Chancellor receives a written request from the employee for a review of the decision, the VC shall refer the matter to an Unsatisfactory Performance Review Committee (UPRC).

**UPRC – Unsatisfactory Performance Review Committee**

77.25 The composition of the UPRC shall be in accordance with Clause 77.48.

77.26 The UPRC shall make findings of fact in relation to the allegations about the employee's performance and on whether the procedures set out earlier in sub-clauses 77.14 to 77.21 were followed and set out its findings in a report to be provided to the employee and the Vice-Chancellor.
77.27 If the Committee concludes the procedures set out in sub-clauses 77.14 to 77.21 in this Agreement were not properly followed, the Vice Chancellor must take this into account, but may

(a) in appropriate cases, if the breach of procedure did not cause substantive injustice, take disciplinary action; or
(b) first take such steps to remedy the perceived unfairness as may seem reasonable to him/her.

77.28 If the Committee concludes the procedures set out in sub-clauses 77.14 to 77.21 in this Agreement have been followed, the Vice-Chancellor may:

(a) implement the decision to take disciplinary action as detailed in the letter sent to the employee pursuant to sub-clause 77.24 above, or
(b) if after considering the report of the Committee, the Vice-Chancellor is of the view that there has been no unsatisfactory performance he/she shall forthwith advise the employee in writing and no further action will be taken.

77.29 Nothing in this sub-clause prevents the Vice-Chancellor referring a question of possible unsatisfactory performance to a Supervisor.

Termination of Employment

77.30 If the disciplinary action to be taken is termination of employment, the employee shall be given the amount of notice as specified in the employee’s contract of employment or an amount of notice in accordance with Subdivision A of Division 11 of Part 2-2 of the FW Act, whichever is greater. The University may provide payment in lieu of notice.

Disciplinary Procedures for Misconduct/Serious Misconduct

77.31 If allegations of misconduct/serious misconduct are made, the employee will be notified in writing by the Vice-Chancellor. The notification will set out the precise nature of the allegation/s to enable the employee to properly consider and respond to them. The employee shall submit a response within 10 working days. A reasonable extension of time will be granted, at the written request of an employee, to prepare a response.

77.32 At any stage during these procedures the Vice-Chancellor may suspend the employee on full pay or, if he or she believes the alleged conduct is of a kind envisaged under s.123(1)(b) of the FW Act (such that it would be unreasonable to require the University to continue the employee’s employment during a notice period) without pay. An employee may be excluded from the University during the period of suspension, provided that reasonable access is permitted for the preparation of his/her case and to collect personal property.

77.33 An employee suspended without pay may draw on recreation or long service leave credits, engage in paid employment except that which is connected to University activities or represents a conflict of interest with the University, or request the Vice-Chancellor to resume payment of salary on the grounds of hardship.
77.34 If at any stage during the procedures under this Clause it is found that the allegation should be amended, or new allegations added, the employee will be advised in writing and given a further reasonable opportunity to provide a response prior to any further steps being taken by the Vice-Chancellor.

77.35 Where a suspension without pay has been imposed and the matter is subsequently referred to a Misconduct Investigation Committee, the Vice-Chancellor shall ensure that a Misconduct Investigation Committee at its first meeting will determine whether suspension without pay should continue and that this Committee shall have the power to revoke such a suspension from its date of effect.

77.36 Should the employee deny the allegations and the Vice-Chancellor conclude there was no misconduct or serious misconduct, the Vice-Chancellor shall advise the employee in writing, and may, by agreement with the employee, publish the advice in an appropriate manner.

77.37 Should the employee admit the allegations in full and the Vice-Chancellor conclude that misconduct or serious misconduct has occurred, the Vice-Chancellor shall advise the employee, in writing, of her or his decision and the operative date of disciplinary action, if any.

77.38 Should the employee deny the allegations in whole or in part or fail to respond to them, the Vice-Chancellor shall refer the matter to an MIC, unless he or she decides to take no further action, or to only counsel or censure the employee for unsatisfactory behaviour.

MIC – Misconduct Investigation Committee

77.39 The composition and proceedings of the MIC shall be in accordance with sub-clause 77.48 below.

77.40 The terms of reference of a MIC are to make findings of fact for the Vice-Chancellor relating to the alleged misconduct or serious misconduct, including any mitigating circumstances.

77.41 Where an employee without reasonable cause fails to appear before the Committee or, alternatively provide a written submission to the Committee, the Committee shall proceed to investigate the allegation(s) and make a report to the Vice Chancellor.

77.42 On receiving the MIC report and after considering its findings, the Vice-Chancellor shall either:

(a) advise the employee in writing that there was no misconduct or serious misconduct; or

(b) take disciplinary action as defined in sub-clause 77.9(a) on the grounds that misconduct or serious misconduct occurred, provided that the penalty of termination of employment shall only apply in the case of serious misconduct as defined. Such termination may be without notice.

77.43 An employee who had been suspended without pay and is advised that there was no misconduct or serious misconduct shall be reimbursed for lost salary. The Vice-Chancellor shall have final decision making powers.
77.44 This sub-clause in no way constrains the University from carrying out other or further investigations relating to the consequences of conduct of an employee or a former employee when required in the public interest, eg, inquiring into the truth of research results or in the interests of the University.

Repeated Misconduct

77.45 Where an employee who has received a written warning following a report from an MIC, or as a result of having admitted in full allegation(s) made on a previous occasion pursuant to sub-clause 77.37 above, is alleged not to have complied with the warning and to have engaged in further acts of misconduct about which the employee has been warned, the Vice-Chancellor, prior to making a decision on the matter shall:

(a) investigate the alleged further acts of misconduct and in doing so interview other people, obtain information or request written reports to enable the Vice-Chancellor to establish the relevant facts;
(b) notify the employee in writing of the alleged misconduct to enable the staff member to understand the precise nature of the alleged further acts of misconduct;
(c) provide an opportunity for the employee to respond in writing and to be interviewed in the presence of his or her Representative;
(d) take into consideration any mitigating circumstances.

77.46 If after having investigated the matter, the Vice-Chancellor is of the view that the behaviour constituted misconduct or serious misconduct and the employee has engaged in such conduct contrary to earlier written warnings, the Vice-Chancellor may dismiss the employee without notice or take other disciplinary action as defined in this Clause.

In Camera Procedure

77.47 As an alternative to the above, a professional employee may choose to have the Vice-Chancellor hear and determine a disciplinary matter in camera. The professional employee is entitled to a Representative in the hearing. A decision made by the Vice-Chancellor shall be final.

Review and Investigation Committees (UPRC or MIC)

77.48 A MIC or an UPRC shall comprise:

(a) a representative chosen by the Vice-Chancellor;
(b) a representative chosen by the relevant Union; and
(c) an independent Chairperson appointed by the Vice-Chancellor from the pool of agreed Chairpersons referred to and selected in accordance with Clause 78.

77.49 Where a matter is referred to a Review Committee the Vice Chancellor shall, where practicable, establish a committee within ten (10) working days of receiving the employee’s response under sub-clause 77.24 or 77.31.

77.50 An Unsatisfactory Performance Review Committee, Misconduct Investigation Committee or any merged Committee relating to these shall apply the principles of natural justice and procedural fairness.
77.51 Each Committee shall:

(a) provide an opportunity for the employee to be interviewed by it and ensure that he/she has adequate opportunity to answer findings of unsatisfactory performance, or allegations of misconduct or serious misconduct;
(b) take into account such further materials as it believes appropriate to substantiate or otherwise the facts in dispute;
(c) interview any person it thinks fit to establish the merits or facts of the particular case;
(d) conduct all interviews in the presence of the employee and/or the employee’s Representative and the Vice-Chancellor and/or his or her Representative;
(e) allow the employee and the Vice-Chancellor to respectively be assisted or represented by an representative of the union or an employer body (but not if such a person is a currently practicing solicitor or barrister);
(f) conduct proceedings as expeditiously as possible consistent with the need for fairness;
(g) conduct proceedings in camera (unless otherwise agreed by the Union and the Vice-Chancellor) and as a Committee of Inquiry;
(h) take into account such further material as it believes appropriate to the case;
(i) ensure that the employee or his/her Representative and the Vice-Chancellor and his/her Representative have the right to ask questions of interviewees, to make submissions, and to present and challenge evidence;
(j) make its report available to the Vice-Chancellor and the employee as soon as reasonably practicable following the conclusion of Committee proceedings;
(k) keep an audio recording of the proceedings (but not its own deliberations), which shall be available on request to either or both the employee and the Vice-Chancellor; and
(l) in the case of alleged underperformance, report on whether the processes set out in sub-clauses 77.14 to 77.24 in this Agreement have been followed.

**Merging of Procedures**

77.52 In any matter arising under this Clause, other than sub-clause 77.47 (*In camera* procedure) above, where the Vice-Chancellor forms the view that there is an overlap between unsatisfactory performance matters and misconduct-serious misconduct matters, he/she may direct that the Review Procedures and the Investigation Procedures be merged to avoid the need for two separate committees to review or investigate the matters. The merged committee shall determine how best to apply the merged procedures.

**78. INDEPENDENT CHAIRS**

78.1 Chairs appointed to committees under this Clause will have relevant experience, be independent, and command the confidence of management and staff.
78.2 During the operation of this Agreement the Executive Director, Human Resources (or delegate) and the President of the NTEU La Trobe Branch (or delegate) will confer with a view to reaching agreement on a pool of agreed Chairs to chair committees established under Clauses 76 (Redundancy) and 77 (Disciplinary Procedures) of this Agreement.

78.3 The agreed pool of Chairs should at any time consist of no less than 5 persons and no more than 10. The names of persons in the agreed pool should be reduced to writing by exchange of letters within 2 months from the commencement of this Agreement. The Executive Director, Human Resources will confer with the President of the NTEU La Trobe Branch (or delegate) at the beginning of each calendar year (or if required at any other time throughout the year) to discuss whether new names need to be added to or removed from the agreed pool (for instance if existing agreed members have become unavailable).

78.4 If at any time agreement cannot be reached by the Executive Director, Human Resources and the President of the NTEU La Trobe Branch (or delegate) on the agreed pool, either the University or the NTEU may seek the assistance of the Fair Work Commission (FWC). FWC may convene conferences and, if agreement cannot be reached on the persons who will be named in the agreed pool, FWC may arbitrate on which names should be included. The parties to this Agreement will accept the outcome of any FWC arbitration on this issue.

78.5 The Chair of a committee established under Clause 76 (Redundancy) or 77 (Disciplinary Procedures) of this Agreement will be agreed between the University and the NTEU by the following process:

(a) In the first instance, the Executive Director, Human Resources (or delegate) and the President of the NTEU La Trobe Branch (or delegate) will confer with a view to reaching agreement on an individual from the agreed pool of chairs to recommend to the Vice-Chancellor for nomination to a particular committee.

(b) The Vice-Chancellor will consider the agreed recommendation (if any) arising from sub-clause (a) above, and nominate an individual from the agreed pool of Chairs and notify the President of the NTEU La Trobe Branch (or delegate) of the nomination in writing. The President of the NTEU La Trobe Branch (or delegate) will then have up to 5 working days to object in writing to the Vice-Chancellor's nomination. Objection can be made on the basis that that the nominated Chair does not meet the requirements of Clause 76 (Redundancy) or 77 (Disciplinary Procedures) or sub-clause 78.1 of this Agreement or on other reasonable grounds.

(c) If the President of the NTEU La Trobe Branch (or delegate) does not object in accordance with sub-clause 78.5(b) to the Vice-Chancellor's nomination, the nominated individual will be regarded as agreed and appointed as Chair.

(d) Alternatively, if the President of the NTEU La Trobe Branch (or delegate) does object in accordance with sub-clause 78.5(b) to the nomination, the Vice-Chancellor will consider the objection received and will respond in writing to the President of the NTEU La Trobe Branch (or delegate) by either:
(i) re-nominating for Chair the individual already nominated and explaining why the objection is not accepted, in which case the President of the NTEU La Trobe Branch (or delegate) may either accept the re-nomination or refer the matter to FWC for conciliation in accordance with sub-clause 78.5(e); or

(ii) nominating two other individuals from the agreed pool of Chairs for consideration as Chair, in which case the President of the NTEU La Trobe Branch (or delegate) will indicate in writing within 5 working days which of the two other nominated individuals is accepted as Chair and that nominee will be regarded as agreed and appointed as Chair.

(e) If sub-clause 78.5(d)(i) applies, the NTEU may refer the matter to FWC for conciliation. The referral must be within 5 working days of the Vice-Chancellor’s nomination under sub-clause 78.5(d)(i) and request that FWA deal with the matter expeditiously and preferably within 2 working days. The FWC may convene a conference of the parties to assist the parties to reach agreement on the Chair to be appointed from the agreed pool. In the absence of agreement, the parties agree to comply with any recommendation of FWC regarding the Chair to be appointed from the agreed pool.

(f) If the President of the NTEU La Trobe Branch (or delegate) does not accept the Vice-Chancellor’s nomination under sub-clause 78.5(d)(i) above and the NTEU has made no referral of the matter to FWC for conciliation in accordance with sub-clause 78.5(e), or does not accept one of the two other individuals nominated as Chair under sub-clause 73.5(d)(ii), as applicable, the agreed and appointed Chair for the purposes of this Clause will be either:

(i) the individual re-nominated for Chair by the Vice-Chancellor; or

(ii) the Vice-Chancellor’s choice between the two other individuals from the agreed pool of Chairs nominated for consideration as Chair, as applicable.

79. RESEARCH MISCONDUCT

79.1 Where the Vice-Chancellor determines that an allegation or group of allegations includes an allegation of serious research misconduct which is serious misconduct in respect to research; the following variations to the procedures in Clause 77 shall apply:

79.2 The procedures at sub-clauses 77.31 to 77.52 will be applied as if reference to misconduct or serious misconduct is a reference to serious research misconduct and the Vice-Chancellor may proceed to convene a Misconduct Investigation Committee to deal with the allegations. The Chair and initial two members of the Committee will be appointed in accordance with the provisions of 77.48.

79.3 The Chair of the Misconduct Investigation Committee shall not be a staff member employed by the University, but shall be experienced in the conduct of tribunals of fact.

79.4 Prior to determining the composition of the Committee, the Vice Chancellor shall confer with the President of the NTEU La Trobe Branch (or delegate) to ensure that the Committee includes:
(a) at least one member with sufficient expertise and standing in a discipline relevant to the allegation of research misconduct (or in a cognate discipline) such that that member will be capable of understanding and assisting the other members of the Committee to understand any technical, research or scientific questions which may be in dispute; but who will be seen as clearly independent of any of the participants. (The parties recognise that this may require that a nominee who may ordinarily be required to be a staff member of the University, may in these circumstances not be a staff member);

(b) at least one member with expertise in investigating research conduct issues, either through his or her academic study or through the administration of research. (The parties recognise that this may require a nominee who may ordinarily be required to be a staff member of the University, may in these circumstances not be a staff member.)

79.5 In order to achieve the requirements of Clause 79.4 above the Vice-Chancellor and the President of the NTEU La Trobe Branch (or delegate) may agree on an additional member or members (up to 2), above, who will be added to the membership of the Committee (so there may be 5 members).

79.6 Notwithstanding these procedures, where the Vice-Chancellor and the President of the NTEU La Trobe Branch (or delegate) agree that the allegations of research misconduct appear to involve action in concert between employees of more than one employer, and each such employer is, in respect of the relevant employees, covered by an enterprise agreement to which the NTEU is a party, the relevant CEOs of the employers and the NTEU may agree in writing that a joint investigation and inquiry be held. The procedures for such a joint investigation and inquiry shall be agreed in writing, and where this occurs, those agreed procedures shall apply in substitution for the procedures otherwise set out in this Agreement.

80. ILL-HEALTH RETIREMENT

80.1 Where the Vice-Chancellor believes that an employee is unable to perform their duties due to ill health, one months' written notice will be given to the employee requiring them to undergo examination by a medical practitioner chosen and paid for by the University. If the employee confirms during the one month notice period their intention to apply for an ill health retirement or temporary disability benefit pursuant to the rules of their superannuation fund, the employee will not be required to undergo a medical examination and no further action will be taken unless the application is not expeditiously progressed by the employee or if it is not accepted due to a pre-existing medical condition.

80.2 A copy of the medical report from the practitioner chosen by the University will be made available to the Vice Chancellor and the employee. If the medical report shows that the employee is unlikely to be able to perform or resume their duties within 12 months, or if an employee refuses to undergo a medical examination, the University may give notice of termination in accordance with employee's contract of employment, or where no notice is specified, a period of 6 months' notice. As an alternative the University and an employee may enter into an ill health retirement contract, which may
include the payment of agreed benefits to the employee, or they may resign prior to action being taken to terminate their employment.

80.3 The employee, or their Representative, may request a review of the decision within 10 days of the medical report being made available to the employee. Where a review is requested by the employee, the University will not terminate the employment of the employee until the decision has been reviewed and confirmed by a panel of three medical practitioners (not including the practitioner who provided the original advice). The medical practitioner review panel will consist of an independent Chair nominated by the University Ombudsman; a nominee of the employee or their Representative; and a nominee of the University.

81. REDEPLOYMENT OTHER THAN REDUNDANCY

81.1 Where the need arises, and only with the agreement of the staff member concerned, the University may redeploy employees, consistent with the staff member’s classification and duties, as a means of resolving difficulties which may arise in the course of a staff member’s employment. Agreement by the staff member shall not unreasonably be withheld.

81.2 Employees who are redeployed will be provided with reasonable training that enables them to perform the duties of the new position, and that complements their existing qualifications, skills and experience

81.3 Employees shall be entitled to the assistance of a Representative throughout the stages of the redeployment process.

81.4 Where redeployment occurs under this Clause, the principles outlined in this Clause and in the HR Resource Library shall govern any process developed to facilitate the redeployment of staff.

81.5 The University may override normal selection and appointment procedures so that redeployment to a suitable vacant position can occur.

81.6 If redeployment is, by agreement, to a lower classified position then a staff member who is redeployed pursuant to this Clause shall have salary, and where possible entitlements accrued under this Agreement, maintained for the following periods:

(a) employees who have been in the classification prior to redeployment for less than 12 months: 6 months salary maintenance; or
(b) employees who have been in the classification prior to redeployment for 12 months or greater: 12 months salary maintenance.

Any redeployment pursuant to this Clause to a lower classification level shall be to the highest incremental point within that classification level.

81.7 A staff member may refuse redeployment to a lower classification level, and such refusal shall not in any circumstances be held to be unreasonable.

81.8 Other than as stated in this Clause, this Clause does not restrict the right of the University, if any, to transfer employees within their classification level at the campus at which the employee works.
SCHEDULE 1 - POSITION CLASSIFICATION STANDARDS

Revised Classification Descriptors, Organised by Classification Level Incorporating the Original Award Descriptors.

Introduction

The following definitions are detailed to provide some guidance with respect to the requirements of each of the descriptor levels:

These two dimensions cover the type and duration of training which the duties of the classification level typically require for effective performance and the level at which staff apply the required level of training. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures. Task level should provide an explanation of the stated level of qualification, training or experience for the job concerned. Hence, training level and task level should normally be scored within one level of each other. Where different scores are obtained, the evaluation decision should be reviewed. Where a difference remains, the position description may require review; in particular to check that qualification requirements have not been under or over stated.

Qualification Definitions

Within the Australian Qualifications Framework:

Year 12
Completion of senior secondary certificate of education, usually in Year 12 of secondary school.

Trade Certificate
Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

Post-trade Certificate
A course of study over and above a trade certificate and less than a Certificate IV.

Certificates I and II
Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

Certificate III
A course that provides a range of well-developed skills and is comparable to a trade certificate.

Certificate IV
A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post Year 12 or post trade certificate course.

Diploma
A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post Year 12 study.

Advanced Diploma
A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post Year 12 study.
Degree
A recognised degree from a higher education institution, often completed in three or four years and sometimes combined with a one year diploma.

Postgraduate Degree
A recognised postgraduate degree, over and above a degree as defined above.

Note: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

Judgement and Problem Solving
Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available.

Level of Supervision and Independence
This dimension covers both the way in which positions are supervised, managed or held accountable, the degree of independence which applies and the role of the position in supervising or managing other staff, contractors, students or clients.

Supervision is distinguished, under this dimension, from line management and management. Supervision refers to providing day to day guidance, assistance and control to staff. It includes on the job training, work allocation and attendance monitoring. Line management refers to processes of reviewing performance against objectives and/or job requirements, of contributing to local procedures and job design to achieve section objectives, allocating resources within agreed levels and categories and participating in the selection and promotion of staff.

Management adds to line management the setting of longer term priorities and objectives, the shaping of organisational structures and a greater influence over the size and composition of the resources available.

The following broad types of supervision and management are distinguished:

Close Supervision
Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures on unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine Supervision
Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a Supervisor. Checking is selective rather than constant.

Procedural Supervision
Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance
is checked by assignment completion/monitoring of work outcomes on a task rather than a role basis.

**General Direction**
Major job duties are specified in position documentation or equivalent role statements, supplemented by assignment allocation as relevant. Some activities are likely to be covered by procedures, but in other cases the job holder will rely on their theoretical and technical knowledge to interpret procedures or choose a course of action within organisational policy. Unusual cases will normally be handled without recourse to more senior staff and the job holder will exercise some judgement in determining when advice will be sought. Cases which fall outside policy will be referred to others.

Performance is checked by reporting to more senior staff and/or client feedback, rather than by the monitoring of each task outcome.

**Broad Direction**
Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited guidance will be available and the review, development or modification of procedures by the employee will be required. Advice on changes to policy would be provided as necessary. Performance will be measured against objectives.

**Open Direction**
Job objectives, performance criteria and in some cases funding are proposed, developed and, in practical terms, determined by the job holder, who operates with a very high degree of autonomy.

**Organisational Relationships and Impact**
The level of knowledge and awareness of the organisation, its structure and functions that would be expected of staff at each proposed classification level, the purposes to which that organisational knowledge may be put, the impact which will result and the communicating, co-ordinating and influencing skills which may be required.

**POSITION CLASSIFICATION STANDARDS**

**HIGHER EDUCATION OFFICER LEVEL 1**

**Training Level or Qualifications**
Perform duties which do not require formal qualifications (as defined) or work experience prior to engagement. Structured on the job training will be provided to entrants at this level.

**Task Level**
Straightforward manual duties, or elements of level 2 duties under close supervision and structured on the job training. Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required. Established procedures exist.

Perform repetitive tasks, covered by instructions and procedures, which usually require less than one month of on the job training to achieve competence. Able to follow clear instructions. Some knowledge of materials, eg, cleaning chemicals and hand tools, may be required.
La Trobe University Collective Agreement 2014

Associated with manual duties or elements of level 2 duties performed under close supervision in conjunction with structured on the job training.

Judgement and Problem Solving
Resolve problems where alternatives for the job holder are limited and the required action is clear or can be readily referred to higher levels.

Resolve problems where the situations encountered are repetitive, the alternatives for the job holder are limited and readily learned, and the required action is clear or can be readily referred to higher levels.

Level of Supervision and Independence
Close supervision or, in the case of more experienced staff working alone, routine supervision.

Close supervision or, in the case of more experienced staff working alone and following set routines, routine supervision.

Organisational Relationships and Impact
May provide straightforward information to others on building or service locations.

Tasks are basically self-contained, with the impact of established procedures on other people or work areas being the concern of more senior staff. May provide straightforward information to others on building or service locations. Staff follow procedures and demonstrate basic courtesy in their dealings with others.

HIGHER EDUCATION OFFICER LEVEL 2

Training Level or Qualifications
Perform duties at a skill level which requires:

- knowledge, training or experience relevant to the duties to be performed; or
- Completion of Year 12 without work experience; or
- Completion of Certificates I or II with work related experience; or an equivalent combination of experience and training.

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

Perform a range of similar tasks governed by instructions and procedures. Under instruction, may occasionally perform more complex tasks for which detailed procedures or standardised instructions exist and where assistance or advice is readily available. Task competency, including knowledge of the procedures to be followed, can be acquired through on the job training and/or short courses consistent with training level 2. Tasks may include menu driven data entry and clerical processing tasks based on adherence to straightforward procedures.

Judgement 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. Problems encountered are similar and the relevant response is covered by established procedures/instructions. The choices to be made between alternate actions follow familiar patterns and assistance is available when unusual circumstances are encountered or when established responses are not effective. May exercise judgement over task sequencing on a day to day basis.

Level of Supervision and Independence
Routine supervision of straightforward tasks; close supervision of more complex tasks.

Routine supervision of straightforward tasks; may involve close supervision of the job's more complex tasks. Experienced staff may assist other staff, however, no supervisory responsibilities will be exercised at this level.

Organisational Relationships and Impact
Following training, may provide general information/advice and assistance to members of the public, students and other staff which 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.

Relay information on requirements or procedures in own work area where interpretation or problem solving is not required, or perform tasks which may involve providing a general directory service to members of the public, students and other staff (eg, advise on the location, role and availability of personnel and services). Use courtesy and tact in dealing with others.

HIGHER EDUCATION OFFICER LEVEL 3

Training Level or Qualifications
Perform duties at a skill level which requires:

- completion of a trades certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

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

Perform a variety of tasks, or a single task involving detailed sequential steps, requiring the practical application of acquired skills and knowledge. Exercise discretion within established work methods and procedures to diagnose problems, or to choose between alternate approved work methods or established procedures (ie, select the most suitable of a number of possible approaches) and to determine task
sequences within established work routines. Guidance or development would normally be provided before new tasks or situations are handled. Tasks may involve written and verbal communication skills, numerical skills, organisms skills, data collection, and the use of a range of equipment at a level of complexity equivalent to the standard use of word processing software or to the application of skills gained through the acquisition of a single trade certificate.

**Judgement and Problem Solving**
Exercise judgement on work methods and task sequence within specified timelines and standard practices and procedures.

Problems encountered are similar, but responses will be based on learned methods, precedent, practices and experience, rather than comprehensive procedures covering most eventualities. Alternatively, initiative and interpretation in the application of procedures may be required. Where the opportunity arises, will make suggestions and develop local job specific systems to assist in the completion of allocated tasks. Will exercise some judgement over when to refer matters or seek assistance. Assistance, when required, is available.

**Level of Supervision and Independence**
In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other staff may be required.

Procedural supervision where tasks have clearly defined objectives, procedures or standard work practices are available and choices are made between a range of straightforward alternatives. Where the foregoing conditions do not apply, routine supervision. This is the first level where supervision of other staff may be required, where those staff perform a narrow set of activities, following set procedures determined at a higher level. May assist in the provision of on the job training to other staff.

**Organisational Relationships and Impact**
Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Perform tasks which require sufficient knowledge and sensitivity to take the impact of actions on other people or work areas into account when selecting between established work methods and when adjusting work sequences. May provide information requiring some depth of knowledge in own work area, which the recipients will use as an input to their own work or actions. May require familiarity with the interrelationships between related work areas.

**HIGHER EDUCATION OFFICER LEVEL 4**

**Training Level or Qualifications**
Perform duties at a skill level which requires:

- completion of a diploma level qualification with relevant work related experience; or

- completion of a Certificate IV with relevant work experience; or
• completion of a post-trades certificate and extensive relevant experience and;
• on the job training; or
• completion of a Certificate III with extensive relevant work experience; or
• an equivalent combination of relevant experience and/or education/training.

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

Perform a variety of tasks which require a sound working knowledge of technical or administrative procedures and an awareness of the main theoretical or policy principles which underlie these procedures. Knowledge is applied to recurring circumstances, at a level of complexity equivalent to using a range of computer software applications to assist with job assignments, to setting up, using and demonstrating a range of standard procedures, equipment use and/or experiments or to applying skills ranging across more than one trade. May involve the application of specialist skills (eg, operation of a word processing package to produce complex layouts, machine set-up or maintenance, guidance to others in the use of a limited range of equipment, application of advanced post trade skills to maintenance tasks) in clerical, trade or operational areas.

Judgement and Problem Solving
In trades positions, extensive diagnostic skills. In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks. In clerical/secretarial positions, provide factual advice which 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.

Standard situations will be encountered for which a range and combination of responses will be available requiring discrimination between alternatives and some understanding of the principles or policies underlying established procedures or systems to guide the choices made. Will contribute to local procedures and systems. May perform tasks, or make recommendations for decisions, requiring the interpretation of a set of relatively straightforward rules, guidelines, manuals or technical procedures.

Level of Supervision and Independence
In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with staff at higher levels. May undertake stand alone work.

Procedural supervision, where some situations are not directly addressed in procedures and choices are made which require an understanding of a well-defined policy framework and recourse to technical knowledge. May supervise, provide on the job training and assistance to or co-ordinate others performing a range of tasks within a single work unit, including liaison with staff at higher levels. May undertake stand alone work.

Organisational Relationships and Impact
Perform tasks/assignments which require proficiency in the work area’s rules,
regulations, processes and techniques, and how they interact with other related functions.

Have a sound knowledge of the impact of the activities undertaken on other related functions or sections. Will perform tasks where any advice which is provided is based on some depth of knowledge such that the information conveyed will normally influence how other work areas or individuals frame their actions or procedures. Will take the needs of others into account when selecting between work methods and sequences. May interpret procedures to assist others and will make recommendations, where relevant case experiences arise, to more senior staff on changes to procedures, schedules or routines to facilitate good relations between work units or with clients. May provide support by coordinating staff with a range of roles to play, including staff at more senior levels, to contribute to assignments or projects.

HIGHER EDUCATION OFFICER LEVEL 5

Training Level or Qualifications

Perform duties at a skill level which requires:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

Task Level

Apply body of broad technical knowledge and experience at a more advanced level than Level 4, 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.

Perform tasks which require a knowledge of and the standard application of theoretical principles, procedures and techniques at the level of an inexperienced graduate working in their field of expertise. Alternatively, apply a depth or breadth of technical or procedural expertise, which includes a sound appreciation of the advanced technical concepts, or theoretical and/or policy issues involved, in a particular functional area or to a set of related activities. Work will involve the application and interpretation of policies, manuals, procedures or guidelines (for example, the trialling of and reporting on experiment modifications for laboratory practicals, or the application of a substantial set of rules to the consideration of varying individual cases). Work may involve facilitating or ensuring compliance with established rules, codes or regulations.
Judgement and Problem Solving
In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for coordinating a team to provide an administrative service.

A range of differing situations will be encountered requiring judgement based on theoretical and technical knowledge. Will be expected to exercise initiative in the application of systems and procedures. May contribute to decision making by applying a thorough knowledge of a complex set of rules, activities or procedures to particular cases, to make recommendations for authorisation by more senior staff. May make regular operational decisions on the provision, availability or deployment of resources and services which impact outside the immediate work unit or on clients.

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

General direction, except where procedural direction may apply as part of a development program prior to professional admission. May supervise staff and have some responsibility for the day to day operation of a discrete work unit (eg, the supervision of a loans access point in a library, the leadership of a small team in finance), including setting priorities, meeting service standards and assisting with the monitoring or review of systems.

Organisational Relationships and Impact
As for Level 4

Have a detailed knowledge of policies, systems and procedures in own unit and an understanding how they relate to and impact on any related areas based on an understanding of relevant policies and systems in those related areas. In the context of complex but standard circumstances, provide authoritative advice, based on theoretical and technical knowledge, to assist and influence others.

HIGHER EDUCATION OFFICER LEVEL 6

Training Level or Qualifications

Perform duties at a skill level which requires:

- a degree with subsequent relevant experience to consolidate the theories and principles learned,
- or extensive experience, leading to either the development of specialist expertise or to the development of broad knowledge, in technical or administrative fields,
- or an equivalent alternate combination of relevant knowledge, training and/or experience.
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 technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Perform tasks which are guided by policy, precedent or objectives and, where relevant, by professional standards applied to a range of assignments. Positions at this level require a conceptual understanding of relevant policies, procedures or systems and interpretation in the application of policy and/or precedent. The line management of one or several closely related areas may be required. In technical positions the investigation of a range of operating and design issues may be a key duty at this level. Staff have some latitude to develop or redefine procedures. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

Judgement 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.

Solve both common and unusual problems. Identify responses to new circumstances for consideration by others. Some discretion to innovate within own function and take responsibility for outcomes, which may include the development of section procedures and management strategies.

May apply theoretical (or policy) and technical knowledge to design, review, develop or test complex equipment, systems or procedures. May exercise high level diagnostic skills on sophisticated equipment or systems and/or analyse and report on data or experiments. May use considerable technical skills to design equipment to a limited brief and to liaise with equipment users to better define requirements.

May undertake planning involving resource use or develop proposals for resource allocation. Work at this level may require the ability to investigate, interpret or evaluate information where considerable interpretation of existing regulations, policies or procedures is required.

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

General direction. Will set priorities and monitor work flows and systems within an area of responsibility (i.e., own position and for a team or section if applicable). May have extensive supervisory responsibility or some line management responsibility for staff at task level 5 or below performing a set of related functions. May have indirect reports coming to the position.

Organisational Relationships and Impact
Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, 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.

Provide authoritative advice in the context of recurring but unusual and varied circumstances. Adapt procedures or techniques as required to achieve objectives, where these changes are within policy and either their impact is restricted to the work unit(s) concerned or, alternatively, changes arise out of liaison with other areas, meet the mutual needs of the groups concerned and are pursued in concert with them. May provide influential input to policy or systems development on the basis of expertise in the operational aspects of current systems and their impact.

HIGHER EDUCATION OFFICER LEVEL 7

Training Level or Qualifications

Perform duties at a skill level which requires:

- a degree with at least 4 years subsequent relevant experience to consolidate and extend the theories and principles learned,
- or extensive experience and management expertise,
- or an equivalent alternate combination of relevant knowledge, training and/or experience.

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.

Perform tasks requiring the application of substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable interpretation. Tasks will require skills in research, evaluation or interpretation of data. May have operational responsibility for staff delivering significant administrative, technical or professional services, including the provision of advice on procedures, systems, priorities and budgets for the function concerned to more senior managers. May provide consultancy advice to others. May be recognised within or outside a Faculty or equivalent as the expert in a specialised area of theoretical, policy or technical complexity.

Judgement 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 stand alone work or the supervision of others in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

Apply theoretical knowledge or management or policy expertise to bring together diverse and sometimes conflicting information to solve new or one off problems, to develop innovative methodologies, to analyse a situation and propose new responses or solutions or to take a leading role in the application of proven techniques involving considerable theoretical and technical sophistication. Responsible for independently monitoring, reviewing and developing procedures in...
own functional area. Able to cross specialist, organisational or functional boundaries to co-ordinate actions and propose initiatives.

Focus on objectives rather than procedures and precedents.

**Level of Supervision and Independence**

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

General direction. May have line management responsibility for staff at task level 6 or below performing a related set of functions, usually with distinct areas of expertise. Management responsibility at this level would include the allocation of responsibilities, review of performance, training and development of staff and development or oversight of program procedures, priorities and quality control systems. Advice will be provided to staff at higher levels on program objectives, organisational structures and budget expenditure.

**Organisational Relationships and Impact**

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

Exercise a detailed knowledge of the interrelationships between a range of diverse policies and activities. Will be expected where required to negotiate solutions where a range of interests have to be accommodated, often requiring working with contributors with different areas of expertise.

May develop proposals or recommendations which co-ordinate the interests of separate work units or contributors around a particular program, function or objective and share some accountability for the decisions taken, without normally being responsible for final authorisation.

**HIGHER EDUCATION OFFICER LEVEL 8**

**Training Level or Qualifications**

Perform duties at a skill level which requires:

- a degree with substantial extension of the theories and principles, learned through experience,
- or a range of management experience,
- or postgraduate qualifications, or progress towards postgraduate qualifications with extensive relevant experience,
- or an equivalent alternate combination of relevant knowledge, training and/or experience.

**Task Level**

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.
Performs tasks requiring the integration of substantial theoretical (or policy) and technical knowledge to either manage significant programs, or develop, review or evaluate significant policies, programs or initiatives. The development and application of new principles and technology may be required. Duties may span a range of activities in a complex specialised environment. Expert advice may be provided on a professional or consultancy basis to achieve intellectual standing outside of the University.

**Judgement and Problem Solving**

Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of university policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

Develop systems, or programs (including priorities, policies and procedures) within closely defined statements of role objectives. May require new responses based on the integration of a range of knowledge, policies or procedures, or by drawing together the interests of several functional areas.

**Level of Supervision and Independence**

As for level 7

Broad direction. Will advise on and have substantial influence over the establishment of priorities, programs and/or budgets (formulation and expenditure) for a major functional area. Will have scope to reset priorities or resources within overall program objectives. May have some management responsibility for staff at task level 7 or below.

**Organisational Relationships and Impact**

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

Responsible for managing, coordinating activity around or implementing a number of programs or functions which may impact on other areas of the University and which require a thorough knowledge of overall University policies and the external environment (eg, government legislation, guidelines and requirements). Would normally play a leading role in developing proposals and coordinating agreement for change or development in the areas for which the position is responsible. May effectively commit the University to significant expenditure or income proposal, or to a public policy stance, though formal authorisation would be provided at a higher level.

**HIGHER EDUCATION OFFICER LEVEL 9**

**Training Level or Qualifications**

Perform duties at a skill level which requires:

- extensive management expertise and supporting experience,
- or postgraduate qualifications and extensive relevant experience,
• or an equivalent alternate combination of relevant knowledge, training and/or experience.

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.

Perform tasks requiring the planning, development and review of major professional, management or administrative policies at a senior management level. Will make a significant high level creative, planning or management contribution. Will have responsibility for or impact on significant resources.

Judgement and Problem Solving
Responsible for program development and implementation. Provide strategic support and advice to schools or faculties requiring integration of a range of internal and external policies and demands, and an ability to achieve objectives operating within complex organisation structures.

Develop systems, or programs (including priorities, policies and procedures) within given broad statements of role objectives, where considerable latitude or input applies in the initial definition of the role objectives and/or where implementation responsibilities have been substantially devolved, subject to agreed budgets and periodic review against performance objectives. Have independence in the allocation of resources within constraints established by senior management.

Level of Supervision and Independence
Broad direction. Will manage other administrative, technical and/or professional staff. Broad direction with substantial management responsibilities or equivalent level of impact; or open direction.

Organisational Relationships and Impact
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 which may impact on other areas of the institution's operations.

Develop and review major policies, objectives, programs or strategies involving high level liaison with internal and external client areas, including framing the relevant internal consultation and negotiation strategies. Responsible for proposing and implementing programs involving major change which may impact on other areas of the institution's operations.

HIGHER EDUCATION OFFICER LEVEL 10

Training Level or Qualifications
Perform duties at a skill level which requires:

• experience and expertise in the management of significant human and material resources,
• or postgraduate qualifications and extensive relevant experience,
or experience and expertise in the provision of strategic policy advice affecting the direction of the University,

or an equivalent alternate combination of relevant knowledge, training and/or experience.

**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.

Perform tasks requiring the conceptualisation, development, review and accountability for the operation of major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsible for significant resources, or have a strong impact on the deployment of significant resources.

**Judgement and Problem Solving**
Be fully responsible for the achievement of significant organisational objectives and programs.

Be fully responsible for the achievement of objectives and programs affecting a significant organisational area at Faculty level or equivalent. May be an influential contributor to decisions over the allocation or use of substantial resources.

**Level of Supervision and Independence**
As for level 9

Broad direction with substantial management responsibility, usually for a diverse set of functions, including responsibility for setting and reviewing longer term performance criteria and objectives. May have final responsibility for approving substantial budget expenditure.

Alternatively, open direction.

**Organisational Relationships and Impact**
Bring a multiperspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

Taking into account the views and interests of others, carry prime responsibility (that is, be the catalyst or driving force) for the development or significant amendment of policies or systems which will impact across the University. Will have responsibility for managing a substantial budget(s), including the discretion to re-allocate funds or priorities within budgets. Authorise significant expenditure items, or commit the University to significant contractual or resource obligations.
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</tr>
<tr>
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</tr>
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<td>$89,696</td>
<td>$92,163</td>
<td>$94,697</td>
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</tr>
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<td>Level E</td>
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<td>$153,191</td>
<td>$157,404</td>
<td>$161,732</td>
<td>$166,989</td>
<td>$172,416</td>
</tr>
</tbody>
</table>

* Any Level A Academic who on appointment holds or during appointment gains a relevant doctoral qualification shall be paid a salary no lower than this point.
LA TROBE UNIVERSITY

Casual Academic Rates

<table>
<thead>
<tr>
<th>Description</th>
<th>2013 Rate</th>
<th>FFPPOA 30-Jun-14</th>
<th>FFPPOA 1-Jul-15</th>
<th>FFPPOA 1-Jul-16</th>
<th>FFPPOA 1-Jan-17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lecturing</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>A: Basic</td>
<td>$160.86</td>
<td>$165.29</td>
<td>$169.84</td>
<td>$175.36</td>
<td>$181.05</td>
</tr>
<tr>
<td>D: Repeat</td>
<td>$107.24</td>
<td>$110.19</td>
<td>$113.22</td>
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<tr>
<td>B: Developed</td>
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</tr>
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<td>$283.06</td>
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<td><strong>Tutoring</strong></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>E: Normal</td>
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<td>$117.91</td>
<td>$121.15</td>
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</tr>
<tr>
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<td>$78.61</td>
<td>$80.77</td>
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</tr>
<tr>
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<td>$154.45</td>
</tr>
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</tr>
<tr>
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<td>$165.29</td>
<td>$169.84</td>
<td>$175.36</td>
<td>$181.05</td>
</tr>
<tr>
<td>S: Repeat SubCoord</td>
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<td>$110.19</td>
<td>$113.22</td>
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<td>$120.70</td>
</tr>
<tr>
<td><strong>Clinical Nurse Educator</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>I: Normal</td>
<td>$76.50</td>
<td>$78.61</td>
<td>$80.77</td>
<td>$83.40</td>
<td>$86.11</td>
</tr>
<tr>
<td>K: Normal PhD</td>
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<td>$94.00</td>
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<td>$102.97</td>
</tr>
<tr>
<td>J: Small Preparation</td>
<td>$57.38</td>
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<tr>
<td>T: Normal SubCoord</td>
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<td>$110.19</td>
<td>$113.22</td>
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<td>$120.70</td>
</tr>
<tr>
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<tr>
<td><strong>Marking</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M: High Level</td>
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<td>$55.10</td>
<td>$56.62</td>
<td>$58.46</td>
<td>$60.36</td>
</tr>
<tr>
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<td>$40.39</td>
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<td>$43.06</td>
</tr>
<tr>
<td>O: Routine PhD</td>
<td>$45.74</td>
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<td>$48.29</td>
<td>$49.86</td>
<td>$51.48</td>
</tr>
<tr>
<td><strong>Other Required Academic Activity</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P: PhD</td>
<td>$38.25</td>
<td>$39.31</td>
<td>$40.39</td>
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<td>$43.06</td>
</tr>
<tr>
<td>Q: PhD</td>
<td>$45.74</td>
<td>$47.00</td>
<td>$48.29</td>
<td>$49.86</td>
<td>$51.48</td>
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<tr>
<td>V: SubCoord</td>
<td>$53.62</td>
<td>$55.10</td>
<td>$56.62</td>
<td>$58.46</td>
<td>$60.36</td>
</tr>
</tbody>
</table>

SCHEDULE 2
1. Engagement

From 1 January 2010, Casual Academic Staff Employees shall be engaged by the hour under one of the categories set out below. For the period between the approval of this Agreement and 1 January 2010 the entitlements for Casual Academic Staff Employees under the La Trobe University Enterprise Bargaining Agreement 2004-2008 shall continue to operate, together with the percentage salary increases applicable under Clause 26 (Agreement Salary Increases) and Schedule 2.

2. Applicable Hourly Rates

(a) The minimum hourly rate applicable for duties, including casual lecturing, marking as a supervising examiner or requiring a significant exercise of academic judgment appropriate to a Level B academic, or for all duties performed where the staff member performs full subject coordination, is determined by reference to the second step of the full-time Academic Level B scale plus a 25% loading.

\[ \text{Hourly Rate} = \text{Level B, step 2/52} + 25\% = 37.5 \]

(b) The minimum hourly rate applicable for all duties performed where the staff member performs course coordination duties is determined by reference to the second step of the full-time Academic Level C scale plus a 25% loading, according to the following formula:

\[ \text{Hourly Rate} = \text{Level C, step 2/52} + 25\% = 37.5 \]

(c) The minimum hourly rate applicable to all other duties is determined by reference to the second step of the full-time Level A scale plus a 25% loading, according to the following formula:

\[ \text{Hourly Rate} = \text{Level A, step 2/52} + 25\% = 37.5 \]

(d) Provided that where the staff member possesses a relevant doctoral qualification, the minimum hourly rate applicable to all other duties is determined by reference to the sixth step of the full-time Level A scale plus 25% loading, according to the following formula:

\[ \text{Hourly Rate} = \text{Level A, step 6/52} + 25\% = 37.5 \]

3. Casual Lecturing
A casual academic employee required to provide a lecture (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation and reasonably contemporaneous student consultation shall be paid at a rate for each hour of lecture delivered according to the table below. Lecture means any educational delivery described as a lecture in a course or unit outline, or in an official timetable issued by the employer.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate A</td>
<td>Basic Lecture</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time.</td>
</tr>
<tr>
<td>Rate B</td>
<td>Developed Lecture</td>
<td>Consists of 1 hour of delivery and 3 hours of associated working time.</td>
</tr>
<tr>
<td>Rate C</td>
<td>Specialised Lecture</td>
<td>Consists of 1 hour of delivery and 4 hours of associated working time.</td>
</tr>
<tr>
<td>Rate D</td>
<td>Repeat Lecture</td>
<td>Consists of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat lecture applies to a lecture in the same subject matter within a period of 7 days and student consultation reasonably contemporaneous with it.</td>
</tr>
</tbody>
</table>

4. Casual Tutoring

A casual academic employee required to deliver or present a tutorial or seminar (or equivalent delivery through other than face-to-face teaching mode) of a specified duration and relatedly provide directly associated non contact duties in the nature of preparation and reasonably contemporaneous student consultation shall be paid at a rate for each hour of tutorial delivered or presented according to the table below. Tutorial means any educational delivery described as a tutorial or seminar in a course or unit outline, or in an official timetable issued by the employer.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate E</td>
<td>Basic Tutorial</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time.</td>
</tr>
<tr>
<td>Rate F</td>
<td>Repeat tutorial</td>
<td>Consists of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and student consultation reasonably contemporaneous with it.</td>
</tr>
<tr>
<td>Rate G</td>
<td>Tutorial (PhD)</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time in circumstances where the employee holds a relevant doctoral qualification.</td>
</tr>
<tr>
<td>Rate H</td>
<td>Repeat Tutorial (PhD)</td>
<td>Consists of 1 hour of delivery and 1 hour of associated working time in circumstances where the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days, and student consultation reasonably contemporaneous with it.</td>
</tr>
<tr>
<td>Rate R</td>
<td>Tutorial (Subject Coordination)</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time in circumstances where full subject coordination duties are included as part of normal duties.</td>
</tr>
</tbody>
</table>
5. Undergraduate Clinical Nurse Education

A casual academic employee required to provide undergraduate clinical nurse education with directly associated non contact duties in the nature of preparation and reasonably contemporaneous student consultation shall be paid at a rate for each hour of clinical nurse education delivered according to the table below. Undergraduate clinical nurse education means the conduct of undergraduate nurse education in a clinical setting.

<table>
<thead>
<tr>
<th>Rate</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate I</td>
<td>Normal preparation required</td>
<td>1 hour of delivery and 1 hour of associated working time.</td>
</tr>
<tr>
<td>Rate J</td>
<td>Little preparation required</td>
<td>1 hour of delivery and 0.5 hour of associated working time.</td>
</tr>
<tr>
<td>Rate K</td>
<td>Normal preparation required (PhD)</td>
<td>1 hour of delivery and 1 hour of associated working time in circumstances where the employee holds a relevant doctoral qualification.</td>
</tr>
<tr>
<td>Rate L</td>
<td>Little preparation required (PhD)</td>
<td>1 hour of delivery and 0.5 hour of associated working time in circumstances where the employee holds a relevant doctoral qualification.</td>
</tr>
<tr>
<td>Rate T</td>
<td>Normal preparation required (Subject Coordination)</td>
<td>1 hour of delivery and 1 hour of associated working time in circumstances where full subject coordination duties are required as part of normal duties.</td>
</tr>
<tr>
<td>Rate U</td>
<td>Little preparation required (Subject Coordination)</td>
<td>1 hour of delivery and 0.5 hour of associated working time in circumstances where full subject coordination duties are required as part of normal duties.</td>
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</table>
6. Casual Marking

<table>
<thead>
<tr>
<th>Rate</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate M</td>
<td>Significant Judgement/or Standard Marking (Subject Coordination)</td>
<td>Marking as a supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an academic at Level B, or standard marking in circumstances where full subject coordination is required as part of normal duties.</td>
</tr>
<tr>
<td>Rate N</td>
<td>Standard marking</td>
<td>Standard marking, in circumstances where the employee holds a relevant doctoral qualification.</td>
</tr>
<tr>
<td>Rate O</td>
<td>Standard marking (PhD)</td>
<td>Standard marking, in circumstances where the employee holds a relevant doctoral qualification.</td>
</tr>
</tbody>
</table>

7. Marking

Except in the case of marking that is undertaken during a lecture, tutorial or clinical session all marking requested to be undertaken by the University and that forms part of the formal assessment for the subject or course will be paid for at the prescribed marking rate.

8. Unit subject co-ordination

Casual academic employees who are appointed as the Unit/Subject Coordinator are entitled to receive the applicable unit/subject coordination rate for each academic activity (tutoring, clinical nurse education, marking or other required academic activities) performed for the duration of this appointment.

In circumstances where a casual academic employee is not appointed as the Unit/Subject Coordinator, but is performing a percentage of the full unit/subject coordination duties, howsoever named, they will be paid the Other Required Academic activities unit/subject coordination rate for the required coordination duties.

9. Course Coordination

Course Coordination responsibilities should not be allocated to casual staff. However in circumstances where it is genuinely temporary casual work (e.g., temporarily replacing a permanent course coordinator for several weeks when they unexpectedly fall ill), the casual employee should be paid at a rate of pay calculated according to sub-clause 2(b) above using the full-time rate for Level C2, and must be paid for all hours worked on Course Coordination duties, as recorded using a time sheet.

10. Other Required Academic Activities

<table>
<thead>
<tr>
<th>Rate</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate P</td>
<td></td>
<td>Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the employer and is so performed by the employee, being work in the nature of, but not limited to:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• the conduct of practical classes, demonstrations,</td>
</tr>
</tbody>
</table>

122
workshops, student field excursions;
- the conduct of clinical sessions other than clinical nurse education;
- the conduct of performance or visual art studio sessions;
- musical coaching, repetiteurship, musical accompanying other than with special educational service;
- development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination;
- consultation with students;
- attendance at relevant lectures at the direction of the University
- supervision;
- attendance at departmental, school and/or faculty meetings as required.

<table>
<thead>
<tr>
<th>Rate Q</th>
<th>(PhD)</th>
<th>Other required academic activities as for Rate P, in circumstances where the employee holds a relevant doctoral qualification.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate V</td>
<td>Subject Coordination</td>
<td>Other required academic activities as for Rate P, in circumstances where full subject coordination duties are required as part of normal duties.</td>
</tr>
</tbody>
</table>
## SCHEDULE 2

### SALARY SCALES

**LA TROBE UNIVERSITY**

**Professional Staff Rates**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Point</th>
<th>2013 Rate</th>
<th>FFPPOA 30-Jun-14</th>
<th>FFPPOA 1-Jul-15</th>
<th>FFPPOA 1-Jul-16</th>
<th>FFPPOA 1-Jan-17</th>
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<tbody>
<tr>
<td>HEO 1</td>
<td>1</td>
<td>$39,668</td>
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<td>$53,597</td>
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## Casual Professional Staff Rates

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# Traineeship Rates

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## School Based Traineeships

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SCHEDULE 3 - TRAINEES

1. This Clause shall apply to La Trobe University Trainees who are undertaking a Traineeship pursuant to this Clause.

2. At the conclusion of the Traineeship, this Clause ceases to apply to the employment of the Trainee and the relevant provisions of this Agreement shall apply to the former trainee.

3. Definitions

"Approved Training" means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.

"Trainee" is an individual who is a signatory to a training agreement registered with the relevant State/Territory Training Authority and is involved in paid work and structured training which may be on- or off-the-job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.

"Traineeship" means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full-time traineeships and part-time traineeships including school-based traineeships.

"Training Agreement" means an agreement for a Traineeship made between La Trobe University and a trainee which is registered with the relevant State or Territory Training Authority.

"Training Package" means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.

"Training Plan" means a programme of training which forms part of a Training Agreement registered with the relevant State or Territory Training Authority.

References in this Clause to the "relevant State or Territory Training Authority" mean the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training agreements under the relevant State or Territory vocational education and training legislation.
"Relevant State or Territory Legislation" means for the purpose of this Clause, Victorian *Education and Training Accreditation Act* 1990 or any successor.

"Year 10" - For the purposes of this Agreement any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

4. **Training Conditions**

4.1 The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes.

4.2 Employment as a trainee under this Agreement shall not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by La Trobe University and the trainee and lodged for registration with the relevant State or Territory Training Authority, provided that if the Training Agreement is not in a standard format employment as a trainee shall not commence until the Training Agreement has been registered with the relevant State or Territory Training Authority. La Trobe University shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

4.3 La Trobe University shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

4.4 The provisions of the relevant State and Territory Legislation dealing with the monitoring by officers of the relevant State or Territory Training Authority and the use of training records or work books as part of this monitoring process shall apply to traineeships under this agreement.

5. **Employment Conditions**

5.1 A full-time trainee shall be engaged for a maximum duration of one (1) year provided that a Trainee shall be subject to a satisfactory probation period of up to one month. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, La Trobe University and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. A part-time trainee shall be engaged in accordance with the provisions of Schedule 3 (sub-clause 8) of this Agreement.

5.2 Where the Trainee completes the qualification, earlier than the time specified in the Training Agreement, then the Traineeship may be concluded by mutual agreement.

5.3 Termination of employment of trainees shall be specified in the Training Agreement, or in the relevant State of Territory Training Legislation. La Trobe University shall initiate such action by giving written notice to the Trainee at the time the action is commenced. The provisions of Clause 72 (Disciplinary Procedures) in this Agreement shall not apply to Trainees employed pursuant to this Clause.
5.4 A Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

5.6 Where the employment of a Trainee by La Trobe University is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of this agreement.

6. Trainees Working Overtime

6.1 Reasonable overtime—may be worked by a Trainee provided that it does not affect the successful completion of the Approved Training.

6.2 No Trainee shall work over-time on his/her own unless consistent with the provisions of this Agreement.

6.3 No Trainee shall work shiftwork.

6.4 The Trainee wage shall be the basis for the calculation of overtime rates prescribed in Clause 49 (Overtime) of this Agreement.

6.5 All other terms and conditions of this Agreement that are applicable to the Trainee shall apply unless specifically varied by this Clause.

6.6 A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full-time employment by La Trobe University on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to Clauses 76 (Redundancy Procedures) and 16.3(c) (Severance Pay - fixed-term employees) of this Agreement.

6.7 It is not intended that existing employees shall be displaced from employment by Trainees.

7. Wages

The wages payable to Trainees are provided in Schedule 2.

8. Part-time Traineeships

8.1 This sub-clause shall apply to Trainees who undertake a traineeship on a part-time basis by working less than full-time hours and by undertaking the approved training at the same or lesser training time than a full-time Trainee.

8.2 Employment Conditions for all Part-time Trainees:

(a) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this Agreement shall apply to part-time trainees except as specified in this Clause.

(b) A Trainee under-taking a school based traineeship may, with the agreement of the trainee, be paid an additional loading 25 per cent on all ordinary hours in lieu of annual leave, Sick Leave, personal leave and public holidays. Notwithstanding this, where a Trainee is called
upon to work on a public holiday the provisions of the relevant award shall apply.
(c) A part-time Trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
(d) The engagement periods specified in this Clause shall also be applicable to part-time trainees.

9. General Formula

9.1 For Traineeships not covered by Schedule 2 the following formula for the calculation of wage rates shall apply:

(a) The wage rate shall be pro rata of the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula:

\[ \text{Full-time Wage Rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{28} \]

(b) 28 in the above formula represents 35 ordinary full-time hours less the average training time for full-time employees (i.e. 20%)

(c) Full-time wage rate means the appropriate rate as set out in Schedule 2 of this Agreement.

(d) Trainee hours shall be the hours worked per week including the time spent in approved training

(e) Average weekly training time is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

\[ \frac{7 \times 12}{\text{Length of the traineeship in months}} \]

Note: 7 in the above formula represents the average weekly training time (20%) for a full-time Trainee whose ordinary hours are 35 per week.

9.2 The traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.
SCHEDULE 4 - SHIFT WORK AND LOCAL FLEXIBILITY ARRANGEMENTS

1 Cleaning and Security Staff Employed at Bendigo Campus Prior to 1994

1.1 An employee required to work on an afternoon or night shift on Monday to Friday inclusive shall be paid the ordinary rate plus 15%, on a Saturday 50%, on a Sunday 100%, on a holiday 150% for any ordinary hours worked. An employee who is not given 72 hours' notice before a shift change occurs shall be paid an additional allowance of 50%. An employee whose rostered day off falls on a holiday shall be granted one days leave in lieu of such holiday.

1.2 An employee whose ordinary hours of duty are performed over 7 days a week including Sundays and holidays shall be granted 5 additional recreation leave days, where the rostered time of ordinary duty includes at least 10 Sundays. Where the rostered time of ordinary duty includes less than 10 Sundays, the employee shall be granted additional leave at the rate of half a day in respect of each Sunday so rostered. Additional recreational leave shall be exclusive of non-working days and holidays.

2 Cleaning Staff on All Campuses

2.1 For any period of duty worked between the hours of 5.00pm and 9.00am an employee will be paid an additional allowance at the rate of 15% of the hourly rate for the appropriate classification set out in Schedule 2 for each ordinary hour worked. Provided that an employee whose duty finishes after 6.00pm and before midnight shall, for all ordinary hours worked on such shift, be paid an additional allowance at the rate of 15% of the hourly rate with the appropriate classification as set out in Schedule 2.

2.2 For any period of duty worked between midnight Sunday and 8.00am Saturday an employee shall be paid for each hour worked an additional allowance at the rate of 30% of the hourly rate for the appropriate classification as set out in Schedule 2.

3. Library Policy on Time Off In Lieu For Shift Work

3.1 This Clause applies to Professional staff employed in University Libraries.

3.2 Shift work arrangements will apply to any shift which commences before 5.00 pm and finishes at or after 9.00pm.

3.4 For all other Library Professional staff, the following arrangement replaces any other entitlement to shift penalty payment:

(a) Employees who work a shift roster as defined in sub-clause 3.2 above shall be entitled to receive time off in lieu at a rate of one hour for each occasion they have commenced work prior to 5.00pm and finished work at or after 9.00 pm.

(b) Employees may accrue blocks of time off in lieu up to a maximum of two days.

(c) Time off in lieu shall be taken at a time mutually agreed between the employee and the University Librarian or their delegate, provided that
the University Librarian or their delegate shall not unreasonably refuse a request to take time off in lieu.

3.5 The entitlement to time off in lieu under this Clause is separate and distinct from other entitlements to time off in lieu arising under this Agreement or under University policy.

4. Plant Attendants Overtime and Shiftwork

4.1 Overtime

The following provisions will apply to Plant Attendants:

(a) The University shall require overtime to be worked on Saturdays and Sundays and shall pay a minimum of four hours overtime for each Saturday and Sunday worked by each Plant Attendant. The penalty payments for such overtime will be:

(i) Saturday, time and a half for the first three hours and double time thereafter;

(ii) Sundays, double time.

(b) The University is flexible concerning the structure of hours to be worked by the Plant Attendants provided the following conditions are met:

(i) the hours to be worked are subject to the endorsement of the Supervisor;

(ii) that the hours of work meet the operational requirements of the University;

(iii) that the flexible hours of work agreed between the University and the Plant Attendants shall not result in further penalty payments other than the overtime as set out in sub-clause 4.1(a) above.

4.2 Shift Work

(a) The ordinary hours of work shall be as specified in Clause 47 (Hours of Work - Professional Staff) of this Agreement. The ordinary hours of work as described in Clause 47 shall not exceed (10) hours on any shift including such time as by mutual agreement may be taken for meals. Provided further that in any arrangement of ordinary working hours where the ordinary working hours exceed (8) on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

(b) There shall be a roster of shifts which shall:

(i) provide for rotation unless all the employees concerned desire otherwise;
(ii) provide for no more than eight shifts to be worked in any nine consecutive days; and

(iii) not be changed until after four weeks' notice.

Provided that an employee's place on such roster shall not be changed except on one week's notice of such change or payment of penalty rates. So far as employees present themselves for work in accordance therewith, shifts shall be worked according to the roster.

(c) Notwithstanding the preceding sub-clauses (a) and (b), where in any particular workshop, factory or working place at which an employee working on shift is engaged the majority of the employees working on shift therein work shifts not in accordance with sub-clauses (a) and (b) hereof, such employee for their ordinary hours of work may be required by their employer to work shifts similar in length, roster conditions and crib-times to those of such majority but this sub-clause shall not apply when such shifts exceed in the aggregate 152 hours in any period of four consecutive weeks, in which case the preceding sub-clauses (a) and (b) shall apply.

(d) For work done by a shift worker outside the ordinary hours of their shift double time shall be paid. But this shall not apply to arrangements between the employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time. For all time of duty after the employee has finished their ordinary shift such unrelieved employee shall be paid time and a half for the first eight hours and double time thereafter. Where the employer has been given at least seven hours' notice an employee rostered to relieve a shift worker will not attend to do so at the proper time, all time spent on duty by the unrelieved shift worker after completion of their normal shift shall be paid for at the rate of double time.

(e) Shift workers, whilst on afternoon and night shifts, shall be paid 15 per cent more than the ordinary rate for such shifts. Shift workers who work on any afternoon and night shifts, shall be paid 15 per cent more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid for each shift 50% for the first three hours thereof and 100% for the remaining hours thereof in addition to their ordinary rate. An employee who:

(i) during a period of engagement or shift, works night shift only; or

(ii) remains on night shift for a longer period than four consecutive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each shift cycle;
shall during such engagement, period or cycle be paid 30 per cent more than their ordinary rate for all time worked during ordinary working hours on such night shifts.

(f) Definitions. For this sub-clause:

"Day shift" means any shift starting at or after 6.00 am and before 10.00 am.

"Afternoon shift" means any shift starting at or after 10.00 am and before 8.00 pm.

"Night shift" means any shift starting at or after 8.00 pm and before 6.00 am.

(g) Employees working shifts shall be paid for work performed between midnight on Friday and midnight on Saturday at the minimum rate of time and one-half. This extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraphs of this sub-clause, but the provisions of this paragraph shall not prejudice any right of the employee to obtain alternatively, any higher rate in respect of that work by virtue of any provision of this Agreement.

(h) Notwithstanding the preceding sub-clause (e) where in any particular workshop, factory or working place at which an employee working on shift is engaged the majority of the employees working on shift therein receive higher shift premiums for working such shifts than those provided by sub-clause (e) hereof, such employee shall be paid such higher shift premiums in substitution for the provisions of sub-clause (e).

(i) Where in any particular workshop, factory or working place at which an employee working on shift is engaged for the majority of the employees working on shift therein receive compensation by way of annual leave or otherwise for working Saturday, holiday and/or Sunday shifts, such employee shall be given similar compensation for working shifts.

(j) A shift worker whose rostered day off falls on a public holiday shall at the discretion of the employer be paid for that day at ordinary rates or have an additional day added to their annual leave. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.

5. **On-Call Arrangements for ICT Services**

5.1 This Local Flexibility Arrangement has been developed to address the University’s ICT strategic need to provide continuous support for critical ICT infrastructure.

5.2 ICT is required to provide 24 hour support for critical ICT services. The following applies to ICT staff who have been identified by the Chief Information Officer to be part of the on-call roster.
(a) Scheduled on-call is defined as any period which is of 4 weeks duration or longer.

(b) An on-call week is defined as the 7 days Monday to Sunday.

(d) Staff will not be required to be on-call any more than an average of 1 week in 3 over a 1 year period and not more than 1 week in 2 to cover absences. Staff may choose to be on-call more than 1 week in 3 which will be allowed subject to approval by the Chief Information Officer or delegate.

(e) Staff will be provided with fit for purpose tools to address issues remotely. Where call outs can not be resolved remotely, the staff member must attend on-site to deal with the problem.

(f) Staff can claim distance travelled at the standard rate for call outs that require on-site attendance, or be reimbursed for the cost of a taxi.

(g) On-call staff must remain in a fit state to work and must be able to attend on-site within a reasonable time, no more than 2 hours.

(h) Staff will be paid a 40% loading on their base weekly salary for each full week on call. On call periods of less than 1 week's duration will be paid an equivalent daily pro rata rate.

(i) Staff who are required to deal with a call or calls remotely will be paid a minimum of 1 hour at their normal hourly rate.

(j) Staff who are required to attend on-site to deal with a call-out will be paid a minimum of 3 hours at their normal hourly rate, including pay for travel time.

(k) Calls which occur within 3 hours of a previous call will be treated as a continuation of the previous call.

(l) Staff who respond to a call will be entitled to a 10 hour break between completion of the call and the start of the next working day, on full pay.

(m) All other ad hoc stand by and call out arrangements will be paid in accordance with Clause 49 (Overtime) of this Agreement.
SCHEDULE 5 - MINIMUM STANDARDS FOR ACADEMIC LEVELS (MSALS)

Part 1 Teaching and Research Academic Staff

Level A
A Level A academic will work with the support and guidance from more senior academic staff and is expected to develop his or her expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to his or her professional discipline, and undertake administration primarily relating to his or her activities at the institution. The contribution to teaching of Level A academics shall be primarily at undergraduate and graduate diploma level. A Level A academic will not be assigned responsibility for co-ordinating a course.

Level B
A Level B academic will undertake teaching and research without the need for close supervision in his or her discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise, and co-ordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level, engage in scholarship and/or research and/or professional activities appropriate to his or her profession or discipline. He or she will normally undertake administration primarily relating to his or her activities at the institution and may be required to perform the full academic responsibilities of and related administration for the co-ordination of an award program of the institution.

Level C
A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. He or she will normally play a major role or provide a significant degree of leadership in scholarly, research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the co-ordination of a large award program or a number of smaller award programs of the institution.

Level D
A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at
a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, research and teaching in his or her discipline.

**Level E**

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in his or her discipline. He or she will make a commensurate contribution to the work of the institution.

**Part 2 Research Academic Staff (inclusive of creative disciplines)**

**Level A**

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team, and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. He or she will undertake administration primarily relating to his or her activities at the institution.

**Level B**

A Level B research academic will normally have experience in research or scholarly activities which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

**Level C**

A Level C research academic will make independent and original contributions to research which have a significant impact on his or her field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of his or her discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

**Level D**

A Level D research academic will make major original and innovative contributions to his or her field of study or research, which are recognised as outstanding nationally or internationally.
A Level D research academic will play an outstanding role within his or her institution, discipline and/or profession in fostering the research activities of others, and in research training.

**Level E**
A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to his or her field of research, which is demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in his or her field of research, within their institution, discipline and/or profession and within the scholarly and/or general community. He or she will foster excellence in research, research policy and research training.
SCHEDULE 6 - LA TROBE BIOSCIENCES RESEARCH CENTRE

LA TROBE UNIVERSITY

AND

CPSU, THE COMMUNITY AND PUBLIC SECTOR UNION

AND

NATIONAL TERTIARY EDUCATION UNION

LA TROBE BIOSCIENCES RESEARCH CENTRE

SCHEDULE

PART 1 GENERAL

1. SCHEDULE TITLE AND ARRANGEMENT

1.1 Title

This Schedule will be known as the La Trobe Biosciences Research Centre Schedule.

1.2 Arrangement

PART 1 - GENERAL
1. Schedule Title and Arrangement
2. Definitions
3. Application of this Schedule
4. Relationship to Other Agreements
5. Workplace Culture and Anti-Discrimination

PART 2 - CONSULTATION AND CHANGE
6. Consultation and Change

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS
7. Employment Categories and Entitlements
8. Workload
9. Performance Development
10. Termination and Redundancy
11. Costs of Employment Related Legal Proceedings

PART 4 - SALARY CLASSIFICATIONS AND RELATED MATTERS (LTU)
12. Salaries and Classifications
13. Supplementary Salary
14. Payment of Salaries
15. Salary Packaging
16. Allowances - Work or Conditions
17. Allowances - Reimbursement of Expenses
18. Superannuation
PART 5 - HOURS OF WORK AND RELATED MATTERS
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20. Childcare

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21. Leave of Absence - General
22. Recreation Leave
23. Purchased Leave
24. Infectious Diseases/Dangerous Medical Conditions
25. Public Holidays
26. Personal Leave
27. Compassionate Leave
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29. Leave to attend Alcohol & Drug Rehabilitation Program
30. Cultural and Ceremonial Leave
31. Long Service Leave
32. Extended Leave Scheme
33. Defence Reserve Leave
34. Jury Service
35. Leave for Blood Donations
36. Leave to engage in Emergency Relief Activities
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38. Participation in Sporting Events
39. Study Leave
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42. Temporary transfer between Work Locations

PART 8 - OCCUPATIONAL HEALTH AND SAFETY
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44. Occupational Health and Safety Training
45. Facilities, Equipment and Accommodation - General

2. DEFINITIONS

In this document, unless otherwise provided:

"Agreement" for the purposes of this Schedule means the Latrobe University Collective Agreement 2009 excluding this Schedule.

"LTU/DPI Researcher" means a member of academic staff of the Employer who is engaged as a LTU/DPI Researcher in the Biosciences Research Centre who is employed on 0.49 (or less) fractional basis with DPI.

"DPI Employment" means an Employee's part-time employment with DPI as a Principal Scientist (or similar classification) in the Biosciences Research Centre in respect of which the Employee performs substantially the same duties as in their employment with the University as a LTU/DPI Researcher.

"DPI Full-Time Employment" means an Employee's substantive employment with DPI (which will usually be on a full-time ongoing basis) prior to employment as a LTU/DPI Researcher under this Schedule, and in respect of which the Employee has
been granted leave without pay by DPI to enable part-time employment by the University under the Agreement.

"Employee" means a LTU/DPI Researcher.

"Employer" means La Trobe University.

"Funding Agreement" means the funding agreement between DPI and the Employer in respect of the Biosciences Research Centre, as it exists from time to time.

"HR Resource Library" means the Human Resources Manual (incorporating the human resources policies and related matters) of the Employer as varied by the Employer from time to time.

"Public Holiday" means a day that is a public holiday pursuant to Clause 25.

"Representative" means a friend or colleague (but this person shall not be a practicing barrister or solicitor), or Union.

"Union" means either the Community and Public Sector Union or the National Tertiary Education Industry Union as appropriate.

3. **APPLICATION OF THIS SCHEDULE**

   3.1 This Schedule applies to and is binding on La Trobe University in respect of all LTU/DPI Researchers employed in the Biosciences Research Centre; and

      (a) the CPSU; and

      (b) the NTEU.

   3.2 No part of the Agreement (other than this Schedule) applies to LTU/DPI Researchers unless expressly stated in this Schedule.

4. **RELATIONSHIP TO OTHER AGREEMENTS**

   4.1 Clause 3 of the Agreement applies.

5. **WORKPLACE CULTURE AND ANTI-DISCRIMINATION**

   5.1 Clause 8 of the Agreement applies.

PART 2 - CONSULTATION AND CHANGE

6. **CONSULTATION AND CHANGE**

   6.1 Part G of the Agreement applies.

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

7. **EMPLOYMENT CATEGORIES AND ENTITLEMENTS**
7.1 Basis of Employment

(a) Employees will be employed on an ongoing basis, but employment with the Employer as a LTU/DPI Researcher will automatically cease on and from the date upon which an Employee's leave without pay from DPI Full-Time Employment ceases. Clause 12 will not apply in these circumstances if the Employee reverts to their DPI Full-Time Employment.

(b) For the avoidance of doubt, leave without pay from DPI Full-Time Employment will be deemed to cease if funding for the Employee's position under the Funding Agreement between DPI and the Employer ceases.

(c) If an Employee's DPI Full-Time Employment is terminated the Employee will cease to be employed as a LTU/DPI Researcher. If the Employee is not then redeployed to another position in the Employer, Clause 12 will apply if the Employee is retrenched within the meaning of that Clause.

(d) In a redeployment situation the provisions of sub-clauses 76.5 to 76.12 of the Agreement apply.

7.2 Job Information

(a) As soon as practicable after the commencement of employment, the Employee will be provided in writing or electronically with details of the job title, classification level and job statement for his/her position and relevant HR policies.

(b) The Employee will carry out the duties described in the job statement and such other duties as directed consistent with their skills and classification descriptors.

(c) The Employer will provide the Employee with a copy of the Agreement.

(d) The Employer will ensure that an induction process is developed and maintained for the purpose of educating new Employees.

7.3 Probationary Period - New Employee

(a) The Employer may appoint a new Employee on a probationary basis but only if at the time of appointment the employee is on probation with DPI.

(b) The period of probation shall be a reasonable period having regard to the nature of the position but, subject to sub-clause (c), shall be no more than 6 months.

(c) If conduct or performance issues are identified during the probationary period, the Employer shall counsel the Employee during the probationary period in relation to his or her conduct or performance and shall provide a written record of such counselling. The probationary period may be extended concurrently with any extension
of DPI probation by a period of not more than 3 months to allow the Employee to address performance issues.

(d) A Probationary Employee’s employment may be terminated by the Employer during the Employee’s probationary period by giving two weeks’ notice, subject to the right to terminate an Employee’s employment without notice or payment in lieu of notice if the Employee has committed any act of serious misconduct (as defined in the Fair Work Act Regulations 2009).

(e) Unless the employment is terminated earlier in accordance with sub-clause (c), at the end of the period of probation, the Employer shall confirm the Employee’s appointment in writing or, in the event that the Employee’s conduct or performance during the probationary period is unsatisfactory, terminate the employment by the giving of two weeks’ notice.

7.4 Part-Time Employment

Provisions relating to salary, leave and all other entitlements contained within the Agreement apply to part-time Employees on a pro rata basis calculated on the relevant time fraction of the Employee’s employment.

8. WORKLOAD

8.1 The Employer acknowledges the benefits to both the organisation and individual Employee gained through Employees having a balance between both their professional and family life.

8.2 When an Employee is required by the Employer to work overtime the Employee must be compensated in accordance with the appropriate overtime Clause where the Employee is covered by the provisions of such a Clause.

8.3 Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to staff being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by the Employer to address the staff concerns.

8.4 Other than in an emergency, if reasonable notice of the requirement to perform work beyond an Employee’s normal hours of work has not been given by the Employer, an Employee may refuse where this would impose personal or family hardship or interfere with the Employee’s personal commitments.

8.5 Where an Employee engages in teaching activities (including supervision of higher degree students) the academic staff workloads provision in the Agreement (or its replacement) will be used as a guide to allocation of teaching responsibilities.

8.6 A workload grievance shall be referred for resolution to a BRC Committee comprising a nominee of the Executive Dean familiar with the discipline, a nominee of DPI and 2 staff members (who must be a LTU/DPI Researcher elected by the LTU/DPI Researchers).
9. PERFORMANCE DEVELOPMENT

9.1 Clause 55 (Performance Development) of the Agreement applies.

10. TERMINATION AND REDUNDANCY

10.1 Part H of the Agreement applies.

11. COSTS OF EMPLOYMENT RELATED LEGAL PROCEEDINGS

11.1 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing his or her authorised duties for the Employer, the Employer will not unreasonably withhold agreement to meet the Employee's reasonable legal costs relating to the defence of such proceedings.

11.2 An application to meet an Employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

PART 4 - SALARY CLASSIFICATIONS AND RELATED MATTERS [LTU]

12. SALARIES AND CLASSIFICATIONS

12.1 Schedule 2 of the Agreement sets out the salary rates for each of the academic levels from C to E.

12.2 Employees will be classified consistently with the MSAL's as set out in Schedule 5 of the Agreement.

12.3 The minimum standards for academic staff are differentiated by the level of complexity, degree of autonomy, leadership requirements of the position and level of achievements of the Employee. The responsibilities of Employees may vary according to the specific requirements of the University to meet its objectives, to different discipline requirements and/or to individual staff development.

12.4 An Employee appointed to a particular level may be assigned, and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the Employee is appointed or promoted. In addition, employees may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of the University's promotion processes.

13. SUPPLEMENTARY SALARY

13.1 In addition to the relevant salary rate for the Employee as set out in Schedule 2 of the Agreement, an Employee is entitled to be paid supplementary salary as follows. The supplementary salary (if any) will be paid to ensure an Employee receives salary from the University on a pro rata basis equivalent to the salary and bonuses payable to the Employee in their classification as a Principal Scientist under their DPI employment as if they were employed by DPI on a fraction of employment the same as their fraction of employment with the University. A reconciliation will be carried out at least annually to ensure that the appropriate supplementary salary is paid (for
instance where a bonus is paid by DPI referable to an earlier period of employment that coincides with the Employee's University employment).

13.2 In comparing the relevant salary (and any bonuses), for the purpose of calculating the supplementary salary, the higher rate of superannuation contribution made by the University that exceeds the 9% SGC rate of superannuation contribution will be counted as salary to ensure a like for like comparison.

13.3 The University will pay the amount of employer superannuation contribution above the 9% in respect of University employment as salary, provided such payments are within the 5% flexibility quota provided for under UniSuper rules and arrangements.

13.4 Any incidence based allowances paid by DPI will not be counted for the purpose of calculating supplementary salary.

14. PAYMENT OF SALARIES

14.1 Salaries, allowances, penalty due to an Employee must be paid by the Employer by fortnightly electronic direct credit to a bank account, credit union or building society account nominated by the Employee. In exceptional circumstances, including significant delays in payment of salary, the Employer will make provision for off-line payments.

14.2 Where a normal payday falls on a public holiday the direct credit to the Employee's nominated account must be made no later than the last working day prior to the public holiday.

14.3 Employees must be provided either in writing or electronically, with details of each pay regarding the make up of their remuneration and any deductions.

14.4 By agreement with the Employer, the Employee may authorise deductions from salary for forwarding to superannuation funds.

14.5 In the event of an overpayment of salary, allowance, loading or other payment, the Employer must advise the Employee. Similarly, the Employee must advise the Employer if he or she knows there has been an overpayment. Where agreement cannot be reached on a repayment arrangement, the Employer may recover the overpayment by instalments to be paid in the manner provided for in the Financial Management Act 1994 (Vic).

15. SALARY PACKAGING

15.1 Notwithstanding the rates specified in Schedule 2 of the Agreement, an employee will be able to request an individual remuneration package which may result in his or her salary being reduced in order to receive employer provided non-cash benefits. The range of benefits available from salary packaging and the policies and procedures applying to salary packaging shall be set out in the HR Resource Library.

15.2 Notwithstanding anything contained within this Clause, the employee's salary rate as specified Schedule 2 of the Agreement will be used as the basis for
calculation of all other entitlements and deductions which derive from the salary rate and such examples include but are not limited to:

(a) termination payments, including superannuation, recreation leave and long service leave entitlements;
(b) calculation of redundancy benefits;
(c) calculation of early retirement benefits.

15.3 Effective salary sacrifice arrangements require the employee to request the University to provide a benefit in lieu of part of cash salary, but the University has absolute discretion in deciding whether to accede to or reject the request. The University shall have absolute discretion over what salary sacrifice arrangements it may make available. La Trobe University will have the right to vary or withdraw these arrangements if laws change or Superannuation Trust Deeds change or for any other reason whatsoever.

16. ALLOWANCES - WORK OR CONDITIONS

16.1 General Provisions

(a) Work or conditions allowances will be paid by the Employer subject to the Employee meeting the requirements for receipt of the allowance.

16.2 Language Allowance

(a) Where the Employee, in addition to his or her normal duties, agrees to be appointed by the Employer to use their skills in a second language to assist members of the public who have low English proficiency:

(i) the Employee must hold a current accreditation from the National Accreditation Authority for Translators and Interpreters (NAATI); and

(ii) the Employee will be paid an annual allowance payable in fortnightly instalments as follows:

<table>
<thead>
<tr>
<th>Level</th>
<th>Amount per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language aide accreditation</td>
<td>$921</td>
</tr>
<tr>
<td>Paraprofessional interpreter accreditation</td>
<td>$1,266</td>
</tr>
<tr>
<td>Interpreter accreditation or higher</td>
<td>$1,726</td>
</tr>
</tbody>
</table>

(b) These rates will be adjusted in accordance with any applicable changes to the Victorian Public Service Agreement over the life of this Agreement.

(c) The Employer will pay the cost of the NAATI pre-testing workshop.

(d) The Employer will also meet the cost of the NAATI test, up to two times per individual per level of accreditation.
(e) The Employee must apply annually for renewal of the allowance. The Employer will assess the Employee's application to determine whether the Employer still requires the Employee to perform interpreting duties.

17. ALLOWANCES - REIMBURSEMENT OF EXPENSES

17.1 General Provisions

(a) The Employer will reimburse the Employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties.

(b) The Employer must apply the rulings of the Commissioner of Taxation (Australian Tax Office) relating to reasonable allowances in determining the maximum rates payable, unless otherwise agreed.

(c) The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

17.2 Allowable Expenses

Allowable expenses include:

(a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and

(b) expenses incurred in using private mobile and home phones in accordance with sub-clause 17.3; and

(c) expenses incurred in using private vehicles in accordance with sub-clause 17.4.

17.3 Private Mobile and Home Phone Use

(a) An Employee, authorised to use his/her private mobile phone or home phone in the course of their employment, will be reimbursed for work-related calls under their plan.

(b) The Employee must obtain the prior approval of the Employer before using their private mobile or home phone during the course of their employment.

(c) Following use, the Employee must submit an itemised statement of the calls made and their cost.

17.4 Private Motor Vehicle Use

(a) An Employee, authorised to use his/her private motor vehicle in the course of his/her employment, will be reimbursed for kilometre costs and any other motor vehicle reimbursement expenses incurred in the course of the Employee's employment and authorised by the Employer.
(b) The Employee must obtain the prior approval of the Employer before using their private motor vehicle during the course of their employment.

(c) Following use, the Employee must submit a declaration stating the date, the purpose of the trip, the number of kilometres travelled and the type of vehicle used.

(d) The rates payable in respect of motor kilometre costs will be the rates determined by the Australian Tax Office from time to time.

17.5 Expense Claims

(a) An Employee must submit official receipts as soon as practical after the event as evidence of expenditure incurred, except where the Employee uses his/her own motor vehicles for work purposes in which case the Employee will submit a declaration in accordance with the HR Resource Library.

(b) A declaration from the Employee that the expense was incurred may be accepted if the receipt is lost or misplaced, and suitable verification can be made.

17.6 The Employer will pay the Employee moneys owing under this Clause in a manner to be agreed between the Employer and Employee as soon as practicable, but not later than 2 pay periods after the Employee submits a claim.

17.7 Upon request, the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an Employee is likely to incur work related expenses. As soon as practicable after the event, the Employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

18. SUPERANNUATION

18.1 The Employee will be offered by the Employer membership of a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993 (Cth) (unless they are a member of a Victorian exempt public sector superannuation scheme), provided the fund offered is UniSuper or a Victorian Superannuation Scheme of which the Employee is already a member. The Employer will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the Superannuation Guarantee Administration Act 1992 (Cth).

PART 5 - HOURS OF WORK AND RELATED MATTERS

19. HOURS OF WORK

19.1 For administrative purposes only and in view of the fact that academic Employees do not have prescribed hours of work, the weekly number of hours of work for the specific purpose for payroll processing including the calculation of leave entitlements, shall be a 35 hour week.
20. **CHILDCARE**

20.1 Where Employees are required by the Employer to work outside their normal hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as possible after the working of such overtime.

**PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

21. **LEAVE OF ABSENCE - GENERAL**

21.1 For each day that an Employee is absent on approved leave, the hours of work for the purposes of such entitlements shall be taken as 7 hours. Where an alternative arrangement of days and hours is worked leave shall be debited on the basis of the actual hours to be worked on the day of the leave.

22. **RECREATION LEAVE**

22.1 An Employee accrues paid recreation leave at the rate of four weeks for each twelve months of employment.

22.2 Recreation leave entitlements must be taken by the end of the calendar year following the calendar year in which they accrued. By agreement between the Employer and the Employee, leave may be deferred beyond that date. Unless otherwise agreed, the Employee may be directed to take leave.

22.3 For the purposes of establishing the *pro rata* leave entitlement of an Employee in an uncompleted calendar year, recreation leave will accrue at the rate of 11 and 2/3 hours paid leave for each completed month of service.

22.4 An Employee who, upon retirement, resignation or termination of employment, has an outstanding recreation leave entitlement will be paid an amount equal to the unused recreation leave entitlement and any unpaid leave loading. Any leave loading payable pursuant to this sub-clause 22.4 shall be calculated in accordance with sub-clause 22.5.

22.5 Each Employee will in respect of recreation leave taken, be entitled to be paid in addition to his or her salary an allowance at the rate of 17.5% of the Employee's salary for the period of recreation leave.

23. **PURCHASED LEAVE**

23.1 Notwithstanding any other provision of the Agreement, an Employee may, with the agreement of the Employer, work between 44 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

23.2 Where the Employer and an Employee agree to a reduction in the number of working weeks under sub-clause 23.1:

(a) the Employee will receive additional annual leave as follows:
<table>
<thead>
<tr>
<th>44/52 weeks</th>
<th>Additional 8 weeks' leave</th>
<th>(12 weeks in total)</th>
</tr>
</thead>
<tbody>
<tr>
<td>45/52 weeks</td>
<td>Additional 7 weeks' leave</td>
<td>(11 weeks in total)</td>
</tr>
<tr>
<td>46/52 weeks</td>
<td>Additional 6 weeks' leave</td>
<td>(10 weeks in total)</td>
</tr>
<tr>
<td>47/52 weeks</td>
<td>Additional 5 weeks' leave</td>
<td>(9 weeks in total)</td>
</tr>
<tr>
<td>48/52 weeks</td>
<td>Additional 4 weeks' leave</td>
<td>(8 weeks in total)</td>
</tr>
<tr>
<td>49/52 weeks</td>
<td>Additional 3 weeks' leave</td>
<td>(7 weeks in total)</td>
</tr>
<tr>
<td>50/52 weeks</td>
<td>Additional 2 weeks' leave</td>
<td>(6 weeks in total)</td>
</tr>
<tr>
<td>51/52 weeks</td>
<td>Additional 1 week leave</td>
<td>(5 weeks in total)</td>
</tr>
</tbody>
</table>

(b) the Employee will receive a salary equal to the period worked (eg. 46 weeks, 49 weeks) which will be spread over a 52 week period; and

(c) accrual of sick leave and long service leave by the Employee shall remain unchanged.

23.3 As an alternative to entering into an arrangement under sub-clause 23.1, an Employee may request that one or more weeks of his or her recreation leave entitlement each be converted to two weeks' leave on half pay.

23.4 The Employer will endeavour to accommodate Employee requests for arrangements under this Clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

23.5 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

24. INFECTIOUS DISEASES/DANGEROUS MEDICAL CONDITIONS

24.1 Upon report by a registered medical practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, the Employer may grant the Employee special leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by law.

24.2 Where the Employer reasonably believes that the Employee is in such state of health as to render the Employee a danger to other Employees, the Employer may require the Employee to absent himself or herself from the workplace until the Employee obtains and provides to the Employer a report from a registered medical practitioner. Upon receipt of the medical report, the Employer may direct the Employee to be absent from duty for a specified period or, if already on leave, direct such Employee to continue on leave for a specified period. Any such absence of an Employee must be regarded as sick leave.
25. **PUBLIC HOLIDAYS**

25.1 Where the nature of the employment of Employees permits the observance of public holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:


(b) When Christmas Day is a Saturday or a Sunday, a holiday *in lieu* thereof shall be observed on 27 December.

(c) When Boxing Day is a Saturday or a Sunday, a holiday *in lieu* thereof shall be observed on 28 December.

(d) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday *in lieu* thereof shall be observed on the next Monday.

25.2 **Melbourne Cup Day Substitution**

(a) Where, outside the Melbourne Metropolitan area, a public holiday is proclaimed in that municipality for the observance of local events, that day will be observed as a public holiday *in lieu* of Melbourne Cup Day.

(b) Employees who have their place of principal employment in a municipality where Melbourne Cup Day is not observed as a public holiday, or in a municipality where a public holiday is not proclaimed for the observance of local events, will be granted one day's leave *in lieu* of Melbourne Cup Day, to be taken on a day to be agreed between the Employees concerned and the Employer.

25.3 **Additional Public Holidays**

(a) Where in the whole or part of the State of Victoria, additional public holidays are declared or prescribed on days other than those set out in sub-clauses 25.1 and 25.2, those days shall constitute additional holidays for the purpose of the Agreement for Employees who have their place of principal employment in a municipality to which the additional public holiday applies.

25.4 **Substitution of Public Holiday**

(a) The Employer and the Unions may agree to substitute another day for any prescribed in this Clause. Any such arrangement shall be recorded in writing and be available to every affected Employee.

(b) An Employee may by agreement with his or her Employer substitute another day for any prescribed in this Clause to observe religious or cultural occasions or like reasons of significance to the Employee.
25.5 Substituted Leave - Public Holidays

(a) Where the nature of the employment of Employees does not permit the observance of public holidays as they occur, substituted leave will be granted by the Employer. For part-time Employees, payment for a public holiday granted as a day's leave will be made only in respect of those public holidays on which the part-time Employees would have worked had there been no public holiday.

26. PERSONAL LEAVE

26.1 For the purposes of this Clause, the Employee's "immediate family" includes:

(a) the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee; and

(b) a child or adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse.

26.2 A full-time Employee accrues 105 hours cumulative personal leave with pay for each year of employment.

26.3 Paid personal/carer's leave may be used as either sick leave (where the employee is ill or has suffered an injury) or carer's leave (where a member of an employee's immediate family or household requires the employee's support because of illness, injury or an unexpected emergency).

26.4 Sick Leave

(a) Subject to sub-clause 26.4(b), in the case of personal illness an Employee may take up to 35 hours accrued sick leave with pay in each year of employment without having to provide a medical certificate from a registered practitioner or a statutory declaration.

(b) Notwithstanding sub-clause 26.4(a), if the period of sick leave referred to in that Clause is for a continuous period exceeding 3 working days, the Employee shall provide a medical certificate from a registered practitioner or a statutory declaration. If the period of sick leave referred to in sub-clause 26.4(a) is for 3 working days or less, the Employee may be required by the Employer to provide a medical certificate from a registered practitioner or a statutory declaration.

(c) An Employee shall provide a medical certificate from a registered practitioner for any sick leave absence in excess of 35 hours in each year of employment.

(d) For the purposes of this Clause, "registered practitioner" means one of the following: Doctor of Medicine; Dentist; Physiotherapist; Chiropractor; Osteopath; Psychologist; Podiatrist; Optometrist; or practitioner registered by the Chinese Medicine Registration Board of Victoria.
(e) The Employer may require that an Employee provide a further medical certificate from a registered practitioner for any period of sick leave exceeding 13 weeks.

(f) Failure by the Employee to provide a medical certificate as required under this Clause within a reasonable period of time may render the Employee liable to be taken off sick leave with pay.

26.5 Carer's Leave

(a) The amount of paid carer's leave which an Employee may take must not exceed 76 hours in any 12 month period. Carer's leave with pay will be deducted from an Employee's sick leave credits.

(b) If an Employee has exhausted his or her sick leave credits in any 12 month period of employment, the Employee may access unpaid carer's leave of up to two days per occasion. Greater periods of unpaid carer's leave may be made available by agreement.

(c) The Employer may require the Employee to provide a medical certificate or statutory declaration stating the condition of the person concerned and that this condition requires the Employee's care and support, or detailing the nature of the unexpected emergency.

26.6 An Employee may elect, with the consent of the Employer, to work make-up time, under which the Employee takes time off during ordinary hours, and works those hours at a later time during the Employee's spread of ordinary hours.

27. COMPASSIONATE LEAVE

Definition

27.1 In this Clause the Employee's immediate family means:

(a) the Employee's spouse (including the Employee's former spouse, de facto spouse and former de facto spouse). The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bone fide domestic basis, although not legally married to the Employee; and

(b) a child or adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse or de facto spouse.

27.2 Serious illness or injury of an immediate family or household member or death of immediate family member or household member.

(a) An Employee, other than a casual Employee, is entitled to up to three days leave with pay per occasion because of the serious illness or death of a member of the Employee's immediate family or household. An Employee may not use leave under this sub-clause 27.2 if the leave requested can be granted pursuant to Clause 26.5.
27.3 Additional Leave

(a) An Employee may be granted paid or unpaid leave beyond three days where the Employer is satisfied that three days is inadequate in the circumstances.

(b) In addition to the other provisions of this Clause, Employees of Aboriginal or Torres Strait Islander descent may be granted unpaid leave of up to three days in relation to the death of an extended family member.

28. PARENTAL LEAVE

28.1 Employees will be entitled to parental leave on the terms specified in Clause 66 of the Agreement.

29. LEAVE TO ATTEND ALCOHOL & DRUG REHABILITATION PROGRAM

29.1 An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where the Employer is satisfied that:

(a) the Employee's work performance is adversely affected by the misuse of drugs or alcohol;

(b) the Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol or drug misuse problems; and

(c) a registered medical practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program.

29.2 On production of proof of attendance at an approved rehabilitation program in accordance with sub-clause 29.1, an Employee may be granted leave as follows:

(a) An employee who has completed 2 years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>First Year of Program</th>
<th>Subsequent Years of Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years</td>
<td>20 days</td>
<td>15 days</td>
</tr>
<tr>
<td>3 years</td>
<td>27 days</td>
<td>20 days</td>
</tr>
<tr>
<td>4 years</td>
<td>33 days</td>
<td>25 days</td>
</tr>
<tr>
<td>5 or more years</td>
<td>40 days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

(b) An employee who has completed less than two years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.
30. CULTURAL & CEREMONIAL LEAVE

30.1 The employer may approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

30.2 The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued recreation or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

30.3 Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

(a) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this Clause); or

(b) for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

30.4 Ceremonial leave granted under this Clause 30 is in addition to compassionate leave granted under Clause 27.

31. LONG SERVICE LEAVE

31.1 Basic Entitlement

(a) An Employee is entitled to the equivalent of three months long service leave with pay for each period of ten years of continuous service (including recognised service, as defined in this Clause) with the Employer.

31.2 Pro rata Access

(a) An Employee may access this entitlement, on a pro rata basis, after an initial 7 years of continuous service.

31.3 Holidays during Leave

(a) Where a public holiday occurs during a period of long service leave granted to an Employee, the public holiday is not to be regarded as part of the long service leave and the Employer will grant the Employee a day off in lieu.

31.4 Eligible Period of Service

(a) In sub-clause 31.4 "eligible period of service" in relation to an employee means the period of continuous service between four years and seven years.

(b) An employee is entitled, or in the case of death is deemed to have been entitled, to an amount of long service leave with pay equalling
one-fortieth of the Employee's eligible period of service in the Victorian Public Service if:

(i) on account of age or ill health:
   (A) the employee retires or is retired; or
   (B) the employment of the employee is terminated; or

(ii) the employment of the employee is terminated for any other reason except for serious misconduct or resignation by the employee; or

(iii) the employee dies.

31.5 Period of Leave

(a) The Employer may allow an Employee who is entitled to long service leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

31.6 Time of Taking Leave

(a) The Employer may determine the time for granting long service leave so that the Employer's operations will not be unduly affected by the granting of long service leave to numbers of Employees at or about the same time.

31.7 Recognised Service

(a) In sub-clause 31.7(b) an "authority" means an authority, whether incorporated or not, that is constituted by or under a law of a State, the Commonwealth or a Territory of Australia for a public purpose.

(b) Subject to sub-clause 31.7(c) the following will be recognised as service by La Trobe for the purposes of long service leave ("Recognised Service"):

(i) any service with a State or Commonwealth Government Department; or

(ii) any service with an authority of a State or Commonwealth Government Department; or

(iii) any service in the Public Service, the Teaching Service or in an authority of a Territory of Australia; or

(iv) any service with a local governing body that is established by or under a law of a State; or

(v) any service with a body set up by legislation primarily and exclusively to achieve a Government purpose and upon which Government has substantial control or influence beyond the usual level of scrutiny of Government funded bodies;
provided that such service is only recognised if the body described above recognises for long service leave purposes service with the Victorian Public Service. Provided further that the amount of service that the University may recognise from the last employer shall be up to 10 years, provided there is no break in service exceeding 12 continuous months. The University may require a period of up to 3 years' service to be completed before an employee is eligible to take long service leave. An employee shall make any claim for recognition of prior service within six months of appointment. Renewal or extension of a fixed-term contract does not constitute a new appointment for the purpose of this Clause.

(c) Service for the purpose of long service leave does not include any period of service:

(i) which preceded a continuous gap in approved Recognised Service of greater than 12 months other than:

A. an absence of 3 years or less in the nature of retirement occasioned by disability; or

B. an absence of 2 years or less which in the opinion of the Employer was caused by special circumstances; or

C. during any absence from duty on maternity, paternity/partner or adoption leave without pay; or

(ii) except to the extent (if any) authorised by the Employer, during any other absence on leave without pay; or

(iii) during any absence from duty when the Employee was in receipt of weekly payments of compensation under the Accident Compensation Act 1985 (Vic) or any corresponding previous enactment, other than the first 12 months of that period; or

(iv) which followed the date on which a pension under the State Superannuation Act 1988 (Vic) (or similar provision applying to persons on the staff of a declared authority) became payable by reason of retirement on the ground of disability, other than a period not exceeding 12 months during which a pension under section 83(3) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid; or

(v) from which the Employee was dismissed for disciplinary reasons; or

(vi) which preceded the resignation of the Employee from the public service or the termination of the Employee's employment in the public service if on that resignation or termination the Employee received a sum characterised as a voluntary departure incentive or a targeted separation payment that was additional to his or her entitlements under any Act or agreement.
31.8 Payment for Leave

(a) The pay to which an Employee is entitled for the period during which long service leave is granted shall:

(i) if the leave is granted with full pay - be computed in the same manner as if the Employee had remained on duty during that period; or

(ii) if the leave is granted at half pay - be computed at half the rate the Employee would have received had the leave been granted with full pay.

(b) In computing the pay of an Employee for or in lieu of long service leave, that pay includes:

(i) if the Employee is receiving salary maintenance, that salary maintenance; and

(ii) any additional payment payable for a temporary assignment where the assignment has continued for a period of at least 12 months before the commencement of the leave; and

(iii) any annual allowance payable to the Employee which the Employer determines should be included, but does not include:

(A) any payment of overtime, commuted overtime or penalty rates; or

(B) any travelling or transport allowance; or

(C) any allowance in the nature of reimbursement of expenditure.

31.9 An Employee who has a right to accrued long service leave and who has not taken that leave may, with the approval of the Employer, be paid in lieu of that leave or any part of that leave, the money value of the leave or part of the leave, as the case may be.

31.10 Nothing in this Clause 31 entitles an Employee to long service leave (or payment for long service leave) in respect of a period of service for which the Employee was entitled to receive long service leave (or payment for long service leave) from an Employer other than the Employer or for which the Employee has received long service leave (or a payment in respect of long service leave) from any Employer.

32. EXTENDED LEAVE SCHEME

32.1 At the election of the Employee and with the written agreement of the Employer, provision may be made for an Employee to receive, over a four year period, 80% of the salary they would otherwise be entitled to receive in accordance with the Agreement.
32.2 On completion of the fourth year, the Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were entitled to in the fourth year of deferment.

32.3 Where an Employee completes four years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes.

32.4 If the Employer agrees, the Employee may by written notice withdraw from this scheme prior to completing a four year period. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

33. DEFENCE RESERVE LEAVE

33.1 Leave may be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.

33.2 An Employee required to complete Defence Reserve service will consult with the Employer regarding the proposed timing of the service and will give the Employer as much notice as is possible of the time when the service will take place.

33.3 Where the base salary excluding allowances received by the Employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary hours of work is below the Employee's salary, the Employer will, unless exceptional circumstances arise, pay to the Employee make-up pay for the period of Defence Reserve service.

34. JURY SERVICE

34.1 If any Employee is required to appear and serve as a juror under the *Juries Act 2000* (Vic), he or she is entitled to leave with pay for the period during which his or her attendance at court is required, subject to the production of satisfactory evidence of such attendance. Any compensation paid to the Employee in accordance with the *Juries Act 2000* (Vic) for serving as a juror during his or her normal hours of work must be repaid to the Employer, with reasonable expenses actually incurred over and above those which the Employee would normally incur being offset against this amount.

35. LEAVE FOR BLOOD DONATIONS

35.1 Leave may be granted to an Employee without loss of pay to visit the Red Cross Blood Bank as a donor once every three months.

36. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES

36.1 An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee.
36.2 An Employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Agency in which the Employee is employed.

37 LEAVE TO ENGAGE IN VOLUNTARY COMMUNITY ACTIVITIES

37.1 An Employee who is elected to a Municipal Council must be granted leave with pay to fulfil their official functions during their term of office as follows:

(a) Mayor or Shire President - up to three hours per week, or where special occasions arise, six hours per fortnight; or

(b) Councillor - up to three hours per fortnight, or where special occasions arise, six hours per month.

37.2 An Employee who is elected to a committee of management of a community organisation may, if the Employer agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:

(a) Chair or President - up to three hours per week, or where special occasions arise, six hours per fortnight; or

(b) Committee member - up to three hours per fortnight, or where special occasions arise, six hours per month.

38 PARTICIPATION IN SPORTING EVENTS

38.1 Leave with pay up to a maximum of two weeks in any two year period may be granted to an Employee to participate either as a competitor or an official in any non professional state, national or international sporting event.

39 STUDY LEAVE

39.1 The Employer may grant to any Employee paid leave to attend an accredited course of study provided by an educational institution or registered training organisation.

39.2 An Employee may be granted sufficient paid leave to enable travel to and attendance of up to 3.5 hours of classroom activity or related project work per week.

39.3 The Employer may grant additional leave with or without pay as considered necessary.

39.4 An Employee may be granted up to 2.5 days paid leave as pre-examination leave and sufficient paid leave to attend examinations where the examinations are part of the course of study for which leave has been approved under sub-clause 39.1.

39.5 An Employee completing an accredited course through the submission of major project work may be entitled to 2.5 days leave for the purposes of finalising such project work.
40 MILITARY SERVICE SICK LEAVE

40.1 Where the Employer is satisfied that an illness of an Employee with at least six months continuous paid service is directly attributable to, or is aggravated by, service recognised under the Veterans' Entitlements Act 1986 (Cth), including:

(a) operational service; or
(b) peacekeeping service; or
(c) hazardous service;

the Employee will be credited with 114 hours special leave with pay for each year of service with the Victorian Public Service from the conclusion of the Employee's operational, peacekeeping or hazardous service.

40.2 Leave under this Clause will be cumulative to a maximum of 760 hours.

40.3 This leave is in addition to sick leave under Clause 26.

40.4 The Employer may require the Employee to provide evidence of the existence of the illness and its relationship to service specified in sub-clause 40.1 from a registered practitioner. For the purpose of this Clause the definition of "registered practitioner" will be the same as for sub-clause 26.4 (Sick Leave).

40.5 For each period of special leave taken, the Employee must satisfy the same evidentiary requirements as specified in sub-clause 26.4 (Sick Leave).

41 LEAVE WITHOUT PAY

41.1 An Employee may be granted leave without pay by the Employer for any purpose.

41.2 Unless otherwise provided for in the Agreement, leave without pay shall not break the Employee's continuity of employment but leave without pay will not count as service for leave accrual or other purposes.

PART 7 - TRANSFERS AND RELOCATIONS

42 TEMPORARY TRANSFER BETWEEN WORK LOCATIONS

42.1 Usual Place of Work

(a) The Employer must determine a usual place of work for the Employee.

(b) Where the Employer wishes to reassign work to the Employee that will require a change to the work location, two weeks' notice must be given or a lesser period if agreed between the Employer and the Employee.
(c) If an Employee believes that a proposed relocation would create demonstrable hardship, the Employer must consider any alternative proposal put by the Employee.

42.2 Excess Travelling Time

(a) An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

PART 8 - OCCUPATIONAL HEALTH AND SAFETY

43 ACCIDENT MAKE-UP PAY

43.1 Where an employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the Accident Compensation Act 1985 (Vic), the employee will, except where otherwise provided in sub-clause 44.2 below, be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.

43.2 Payment - Maximum Entitlement

(a) The Employer will continue to provide accident make-up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, unless employment ceases.

(b) An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or when employment ceases or when the benefits payable under the Accident Compensation Act 1985 (Vic) cease.

(c) The Employer may grant the Employee leave without pay where an entitlement to accident make-up pay has ended.

43.3 Journey to Work Insurance

(a) The University will maintain the journey to work insurance arrangements.

44 OCCUPATIONAL HEALTH AND SAFETY TRAINING

44.1 An Employee, upon election as a Health and Safety Representative, shall be granted up to five days paid leave, as soon as practicable after election, to undertake an appropriate introductory Health and Safety Representative's course from a training organisation of his or her choice that is approved by the Victorian WorkCover Authority, having regard to course places and the Employer's operations. The Employer shall meet any reasonable costs incurred. Leave under this sub-clause 44.1 must only be granted to an Employee on one occasion and is additional to any other leave granted under this Clause.

44.2 Additional paid leave may be approved for Health and Safety Representatives to attend training approved by the Victorian WorkCover
Authority under the *Occupational Health and Safety Act 2004 (Vic)*, which is relevant to the functions of the Designated Work Group.

45 FACILITIES, EQUIPMENT AND ACCOMMODATION - GENERAL

45.1 The Employer shall provide Employees with all such instruments, equipment, tools, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the parties to the Agreement.

45.2 The Employer shall provide, in readily accessible locations, first aid equipment adequate for the nature of the Employee's duties.
## SCHEDULE 7 - CHRISTMAS HOLIDAY CLOSEDOWN CALENDAR

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Signed for and on behalf of

LA TROBE UNIVERSITY

Melbourne, Victoria 3086

[Signature]

Professor John Dewar, Vice-Chancellor

In the presence of

[Signature]

Print name: CATHY DESLIEV

Signed for and on behalf of

THE NATIONAL TERTIARY EDUCATION INDUSTRY UNION

120 Clarendon Street, South Melbourne, Victoria, 3205

[Signature]

Graham McCulloch, General Secretary

In the presence of

[Signature]

Print name: ANASTASIA KOTNAIDIS
La Trobe University Collective Agreement 2014

Signed for and on behalf of

THE COMMUNITY AND PUBLIC SECTOR UNION
Level 2, 6 Palmer Parade, Cremorne, Victoria, 3121

[INSERT NAME] Date: 12/15/2014

In the presence of

[INSERT NAME] Date: 12/15/2014

Print name: [INSERT NAME]

Signed for and on behalf of

UNITED VOICE VICTORIA
117-131 Capel Street, North Melbourne, Victoria, 3051

[INSERT NAME] Date: 9/15/2014

In the presence of

April E. Wynick Date: 9/15/2014

Print name: April E. Wynick